

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ascent Pediatrics, Inc.		05/18/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BioMarin Pediatrics, Inc.
Street Address:	371 Bel Marin Keys Blvd #210
City:	Novato
State/Country:	CALIFORNIA
Postal Code:	94949
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76375655	MEDICINE FOR KIDS
Serial Number:	78237845	PEDIAVENT
Registration Number:	1884185	ASCENT
Registration Number:	2333924	JUST FOR KIDS
Registration Number:	2185127	ORAPRED
Registration Number:	1874484	PEDIAMIST
Registration Number:	2153138	PEDIATUDE
Registration Number:	2510806	

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2136836339
 Email: claudiaimmerzeel@paulhastings.com
 Correspondent Name: Claudia Immerzeel
 Address Line 1: 515 South Flower Street #210
 Address Line 4: Los Angeles, CALIFORNIA 90071

OP \$215.00 76375655

ATTORNEY DOCKET NUMBER:

32348.00024

NAME OF SUBMITTER:

Claudia Immerzeel

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of May 18, 2004, is made by Ascent Pediatrics, Inc., a Delaware corporation ("*Ascent*"), in favor of BioMarin Pediatrics Inc., a Delaware corporation ("*BioMarin Acquisition*"), with reference to the following:

WHEREAS, Medicis Pharmaceutical Corporation, a Delaware corporation ("*Medicis*"), Ascent, BioMarin Pharmaceutical Inc., a Delaware corporation ("*BioMarin*"), and BioMarin Acquisition are parties to that certain Asset Purchase Agreement dated as of April 20, 2004 (the "*Asset Purchase Agreement*");

WHEREAS, concurrent with the execution of this Agreement, Medicis, Ascent, BioMarin and BioMarin Acquisition are executing that certain License Agreement dated as of the date hereof (the "*License Agreement*") and that certain Securities Purchase Agreement dated as of the date hereof (the "*Securities Purchase Agreement*"); and

WHEREAS, as a condition to the execution and delivery of the License Agreement and the Securities Purchase Agreement, Ascent has agreed to execute and deliver this Agreement to BioMarin Acquisition for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as evidence of and to effectuate BioMarin Acquisition's security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Ascent hereby agrees in favor of BioMarin Acquisition as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the License Agreement. As used in this Agreement, the following terms shall have the following meanings:

"*Bankruptcy Code*" means the United States Bankruptcy Code (11 U.S.C. § 101, et seq.), as amended, and any successor statute.

"*Encumbrance*" shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, equitable interest, claim, preference, right of possession, lease, license, covenant, infringement, Order, proxy, option, right of first refusal, preemptive right, community property interest, legend, defect, impediment, exception, reservation, limitation, impairment, imperfection of title, condition or restriction of any nature (including any restriction on the transfer of any asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

“Entity” shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

“Event of Default” means that Ascent has, at any time after the date hereof, (i) failed to comply with or perform any of its covenants or obligations under the License Agreement or the Securities Purchase Agreement, (ii) made a general assignment for the benefit of creditors, (iii) filed, or had filed against it, any petition or similar filing to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, (iv) suffered the attachment or other judicial seizure of all or a substantial portion of its assets, (v) admitted in writing its inability to pay its debts as they become due or declare or effect a moratorium on its debt, (vi) seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) with respect to itself or with respect to all or any substantial part of its properties or assets, (vii) take any corporate action in furtherance of any action described in clauses (ii) through (vi) hereof, (viii) been convicted of, or pleaded guilty or no contest to, any felony, or (ix) taken or been the subject of any action that may have an adverse effect on its ability to comply with or perform any of its covenants or obligations under the License Agreement or the Securities Purchase Agreement.

“Governmental Body” shall mean any United States federal, state or local executive, legislative, judicial or other regulatory authority.

“Order” shall mean any order, judgment, injunction, decree, ruling, decision, opinion, verdict, sentence, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Body or any arbitrator or arbitration panel.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Ascent, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Ascent from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Ascent from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“Transaction Agreements” shall mean: (a) this Agreement; (b) the Assumption Agreement (as defined in the Asset Purchase Agreement); (c) the License Agreement; (d) the Securities Purchase Agreement; (e) the Escrow Agreement (as defined in the License Agreement); (f) the Asset Purchase Agreement; (g) the Transition Services Agreement (as defined in the Asset Purchase Agreement), and (h) the transfer documents contemplated by Section 1.5(b)(i) of the Asset Purchase Agreement.

“Person” shall mean any individual, Entity or Governmental Body.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. Any reference in this Agreement or in any of the other Transaction Agreements to this Agreement or any of the other Transaction Agreements shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth therein). In the event of a direct conflict between the terms and provisions of this Agreement and the License Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the License Agreement shall control and govern; *provided, however*, that the inclusion herein of additional obligations on the part of Ascent and supplemental rights and remedies in favor of BioMarin Acquisition, in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the License Agreement. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement. References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

2. Security Interest.

(a) Assignment and Grant of Security. To secure the obligations of Ascent and Medicis under the License Agreement and the Securities Purchase Agreement, Ascent hereby grants, assigns, transfers and conveys to BioMarin Acquisition, for the benefit of BioMarin Acquisition, a continuing security interest in all of Ascent's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "**Trademark Collateral**"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Ascent, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on **Schedule A** hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Ascent's name for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "**Trademarks**");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Ascent's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Ascent hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with **Section 16**.

3. Further Assurances; Appointment of BioMarin Acquisition as Attorney-in-Fact. Ascent at its expense shall execute and deliver, or cause to be executed and delivered, to BioMarin Acquisition any and all documents and instruments, in form and substance reasonably satisfactory to BioMarin Acquisition, and take any and all action, which BioMarin Acquisition, may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, to enforce Ascent's rights in, or provide notice of the security interest in the Trademark Collateral held by BioMarin Acquisition and to accomplish the purposes of this Agreement. If Ascent refuses to execute and deliver, or

fails timely to execute and deliver, any of the documents it is reasonably requested to execute and deliver by BioMarin Acquisition in accordance with the foregoing, BioMarin Acquisition shall have the right, in the name of Ascent, or in the name of BioMarin Acquisition or otherwise, without notice to or assent by Ascent, and Ascent hereby irrevocably constitutes and appoints BioMarin Acquisition (and any of BioMarin Acquisition's officers or employees or agents designated by BioMarin Acquisition) as Ascent's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Ascent on all or any of such documents or instruments and perform all other acts that BioMarin Acquisition reasonably deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by BioMarin Acquisition, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Ascent, which BioMarin Acquisition, in the reasonable exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) to execute any and all applications, documents, papers and instruments for BioMarin Acquisition to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this **Section 3**, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with **Section 16**.

4. Authority; Binding Nature of Agreements.

(a) Ascent has all corporate power and authority to enter into and to perform its obligations under this Agreement. The execution, delivery and performance by Ascent of this Agreement have been duly authorized by all necessary action on the part of Ascent and its stockholders, board of directors and officers. This Agreement, assuming the due authorization, execution and delivery by the other parties hereto, constitutes the legal, valid and binding obligation of Ascent enforceable against it in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereinafter in effect relating to creditors' rights generally or to general principles of equity (the "**Enforceability Exception**").

(b) BioMarin Acquisition has all corporate power and authority to enter into and to perform its obligations under this Agreement. The execution, delivery and performance by BioMarin Acquisition of this Agreement have been duly authorized by all necessary action on the part of BioMarin Acquisition and its stockholders, board of directors and officers. This Agreement, assuming the due authorization, execution and delivery by the other parties hereto, constitutes the legal, valid and binding obligation of BioMarin Acquisition enforceable against it in accordance with its terms, subject to the Enforceability Exception.

5. Covenants. Ascent agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give BioMarin Acquisition written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Ascent is a licensee.

6. Future Rights. If and when Ascent shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of **Section 2** shall automatically apply thereto and Ascent shall give to BioMarin Acquisition prompt notice thereof. Ascent shall do all things reasonably deemed necessary by BioMarin Acquisition in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of BioMarin Acquisition in such future acquired Trademark Collateral. If Ascent refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by BioMarin Acquisition in connection herewith, Ascent hereby authorizes BioMarin Acquisition to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Ascent's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of BioMarin Acquisition. Notwithstanding any provision contained in this Agreement, BioMarin Acquisition shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Ascent or any other Person for any failure to do so or delay in doing so. BioMarin Acquisition shall not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral other than the exercise of commercially reasonable behavior in accordance with applicable law.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, BioMarin Acquisition shall have all rights and remedies available to it under applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Ascent hereby agrees that such rights and remedies include all rights of BioMarin Acquisition as a secured party pursuant to the UCC and under applicable law. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, BioMarin Acquisition shall have the right but shall in no way be obligated to bring suit, or to take such other action as BioMarin Acquisition, in the exercise of its discretion, deems necessary, in the name of Ascent or BioMarin Acquisition, to enforce or protect any of the Trademark Collateral, in which event Ascent shall, at the request of BioMarin Acquisition, do any and all lawful acts and execute any and all documents required by BioMarin Acquisition necessary to such enforcement. To the extent that BioMarin Acquisition shall elect not to bring suit to enforce such Trademark Collateral, Ascent, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation, except to the extent the Trademark Collateral that is the subject of such infringement,

misappropriation or violation is not material to the Ascent's business, as determined in the good faith business judgment of the Ascent. All rights are cumulative and not exclusive.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Ascent and BioMarin Acquisition and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the License Agreement, and all notices and other communications hereunder to Ascent shall be in writing and shall be mailed, sent or delivered in accordance with the License Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive BioMarin Acquisition of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the other Transaction Agreements contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, BioMarin Acquisition may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in *Section 6* hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. No Inconsistent Requirements. Ascent acknowledges that this Agreement and the Transaction Agreements may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Ascent agrees that all such covenants, terms

and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

16. Termination. Upon termination of the License Agreement in accordance with its terms, this Agreement shall terminate, and BioMarin Acquisition shall execute and deliver such documents and instruments and take such further action reasonably requested by Ascent, at Ascent's expense, as Ascent shall reasonably request to evidence termination of the security interest granted by Ascent to BioMarin Acquisition hereunder, including cancellation of this Agreement by written notice from BioMarin Acquisition to the PTO.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives, as of the date first above written.

ASCENT PEDIATRICS, INC.,
a Delaware corporation

By: _____
Name: Mark A Prugaocki, Sr.
Title: Sec. Treasurer

BIOMARIN PEDIATRICS INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

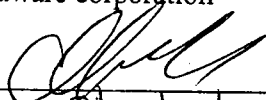
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives, as of the date first above written.

ASCENT PEDIATRICS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

BIOMARIN PEDIATRICS INC.,
a Delaware corporation

By: 
Name: Christopher M. Starr
Title: President

SCHEDULE A

Trademarks of Ascent

SCHEDULE A
TRADEMARKS

Docket Number	Trademark	Country	Cert of Reg.	Serial No.	Goods and Services	TM Appl. Status
10T-ASPE-2-27794	ASCENT	US	1,884,185	74/252,933	IC5: Pharm preps for the treatment of infections, respiratory diseases, pain, fever, cough, colds, skin diseases, allergies, and gastrointestinal disturbances	Registered
10T-ASPE-2-27795	JUST FOR KIDS	US	2,333,924	75/351,329	IC5: Analgesics and antipyretic preparations	Registered (Supplemental)
10T-ASPE-2-28397	MEDICINE FOR KIDS	CA		1142775	Pharmaceutical preparations, namely, antimycotic preparations, pediculicide preparations, acne treatment preparations and preparations for use in the treatment of respiratory, endocrine, rheumatic, collagen, dermatologic, allergic, ophthalmic, hematologic, neoplastic, and gastrointestinal diseases and disorders	Pending
10T-ASPE-2-28081	MEDICINE FOR KIDS	US		76/375655	IC5: Pharmaceutical preparations, namely, antimycotic preparations, pediculicide preparations, acne treatment preparations, and preparations for use in the treatment of respiratory, endocrine, rheumatic, collagen, dermatologic, allergic, ophthalmic, hematologic, neoplastic, and gastrointestinal diseases and disorders	Pending
10T-ASPE-2-27796	ORAPRED	US	2,185,127	75/284,813	IC5: Pharm preps for use in the tx of respiratory, endocrine, rheumatic, collagen, dermatologic, allergic, ophthalmic, hematologic, neoplastic, and gastrointestinal diseases and disorders.	Registered
10T-ASPE-2-27797	PEDIAMIST	US	1,874,484	74/285,946	IC5: nasal spray	Registered
10T-ASPE-2-27799	PEDIATUDE	US	2,153,138	75/212,673	IC5: Pharm preps for use in the tx of respiratory diseases, coughs, colds, and allergies	Registered

Docket Number	Trademark	Country	Cert of Reg.	Serial No.	Goods and Services	TM Appl. Status
10T-ASPE-29455	PEDIAVENT	US		78/237,845	IC5: Pharmaceutical preparations for the treatment of respiratory diseases and disorders	Pending/recommended for abandonment
10T-ASPE-2-27816	PEOPLE LOGO	US	2,510,806	75/414334	IC5: Nasal sprays; analgesics and antipyretic preparations; pharmaceutical preparations for use in the treatment of coughs and infections; pharmaceutical preparations for the treatment of skin, respiratory, gastrointestinal, bacterial, endocrine, rheumatic, collagen, dermatological, allergic, ophthalmic, hematological and neoplastic infections, diseases and disorders	Registered