

1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLYPatent and Trademark Office
Attorney Docket No: GEND218038

To the Director - U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wells Fargo Bank Arizona National Association
(formerly known as Norwest Bank Arizona)

- ☐ Individuals ☒ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other Release of Security Interest recorded at
Reel/Frame No. 1689/0068

Execution date: January 16, 2003

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 _____
☒ Corporation - 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 ☒ No

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

A. Trademark Application No(s).

B. Trademark Registration No. 1,583,279Additional numbers attached? ☐ Yes ☒ No

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

Daiva K. Tautvydas, Esq.
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347
206.682.81006. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41):.....\$ 40.00☒ The fee is authorized to be charged to Deposit Account
No. 03-1740.

8. The Director 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

Date

Total number of pages including cover sheet, attachments and document: 7

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

I hereby certify that this correspondence is being transmitted via facsimile to the Assignment Recordation Services Division, Director - U.S. Patent and Trademark Office at Facsimile No. 703-306-5995 on the below-indicated date.

Date: May 27, 2004

DKT/SAH

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TRADEMARK
REEL: 002862 FRAME: 0015

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INFO FOR LEXIS

SECRETARY OF STATE

2003 JAN 16 P 3:04

FILED

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Jay S. Kramer, Esq. (802) 916-5341	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) LexisNexis Document Solutions P. O. Box 2969 Springfield, Illinois 62708	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 0837751		1b. This FINANCING STATEMENT AMENDMENT is To be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (out or partly): Give name of assignor in Item 7a or 7b and address of assignor in Item 7c; and also give name of assignor in Item 8.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor <input checked="" type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in Item 6 and/or 7. <input type="checkbox"/> CHANGE (name and/or address): Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (new) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
7d. TAX ID #: SSN or EIN	ADDITIONAL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
		7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> None

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral ☒ deleted or ☐ added, or give entire ☐ related collateral description, or describe collateral ☐ assigned.

The Product Know-How, Licensed Marks, Licensed Products, NDAs, Primisol Patent, and the agreements assigned to Taro Pharmaceuticals North America, Inc. under the License and Option Agreement dated January 14, 2003 between Debtor and Taro Pharmaceuticals North America, Inc., which includes, without limitation, the HMR Purchase Agreement, for the Licensed Products, as each capitalized term is defined below.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME Wells Fargo Bank Arizona National Association			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
10. OPTIONAL FILER REFERENCE DATA Arizona Secretary of State (70176.030)			

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)
FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 11 on Amendment form)

0837751

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION NAME

Wells Fargo Bank Arizona National Association

OR 12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Approved Formulation means the same formulation approved by the FDA.

A/T/S means A/T/S Gel and A/T/S Solution.

A/T/S Gel means a product having the Approved Formulation for the A/T/S® branded erythromycin gel product marketed immediately prior to January 14, 2003 by Debtor or its affiliates in the United States of America, Puerto Rico and its other possessions and territories.A/T/S Solution means a product having the Approved Formulation for the A/T/S® branded erythromycin solution product marketed immediately prior to January 14, 2003 by Debtor or its affiliates in the United States of America, Puerto Rico and its other possessions and territories.

Debtor means Medilec Pharmaceutical Corporation, a Delaware corporation.

HMR means, collectively, Aventis Pharmaceuticals Inc., a Delaware corporation (formerly known as Hoechst Marion Roussel, Inc.), Aventis Pharma Deutschland GmbH, a German limited liability company (formerly known as Hoechst Marion Roussel Deutschland GmbH) and Aventis Pharma S.A., a French corporation (formerly known as Hoechst Marion Roussel, S.A.).

HMR Purchase Agreement means the Asset Purchase Agreement between HMR and Debtor, dated as of November 15, 1998.

HMR Shared Know-How shall have the meaning set forth in Section 1.56 of the HMR Purchase Agreement.

Licensed Mark means the trademarks set forth on Exhibit A attached hereto.

Licensed Product(s) means each of (a) A/T/S, (b) Topicort, (c) Primsol and (d) Ovide.

Medilec Shared Know-How means technical, scientific and medical information, knowledge, know-how, inventions and trade secrets, other than Product Know-How and HMR Shared Know-How, which: (a) is (i) owned by Debtor or its affiliates and pertain or relate to the Licensed Products and other products of Debtor or its affiliates, or (ii) controlled or licensed to Debtor or its affiliates on a non-exclusive basis and is sublicenseable to a third party by Debtor or its affiliates, but is not owned by Debtor or its affiliates, and (b) are necessary for, used in or relate to the development, registration, manufacturing, packaging, stability, bioavailability, formulation, sale, use, and commercialization of the Licensed Products, excluding technical, scientific and medical information, knowledge, know-how, inventions and trade secrets which are related solely to the manufacture or formulation of the Active Ingredients.

NDA means the New Drug Applications and the Abbreviated Antibiotic Drug Application set forth on Exhibit B attached hereto and all associated regulatory filings.

Ovide means a product having the Approved Formulation for the Ovide® malathion product marketed immediately prior to January 14, 2003 by Debtor or its affiliates in the United States of America, Puerto Rico and its other possessions and territories.

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 07/28/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

0837751

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Wells Fargo Bank Arizona National Association

OR 12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THIS ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Primsol means a product having the Approved Formulation for the Primsol® trimethoprim HCL product marketed immediately prior to January 14, 2003 by Debtor or its affiliates in the United States of America, Puerto Rico and its other possessions and territories.

Primsol Patent means U.S. Patent No. 5,698,562.

Product Know-How means technical, scientific and medical information, knowledge, know-how, inventions and trade secrets, other than the HMR Shared Know-How and Medics Shared Know-How, that are necessary for and solely related to the development, registration, manufacturing, packaging, stability, bioavailability, formulation, sale, use and commercialization of A/T/S, Topicort, Primsol or Ovide, as the case may be, including, without limitation: (a) the Ovide mailing list; (b) promotional, sales and marketing materials; (c) physicochemical data, specifications, quality control information and procedures; (d) market research data solely to the extent Debtor has the right to assign such data; (e) information reasonably necessary to accomplish a manufacturing site transfer for the Licensed Products; and (f) information concerning the clinical, toxicological and pharmacological properties of the Licensed Products, in each case with respect to all of the foregoing, owned by Debtor or its affiliates, as of January 14, 2003, excluding, however, technical scientific and medical information, knowledge, know-how, inventions and trade secrets which are solely related to the manufacture or formulation of the Active Ingredients. As used herein, Product Know-How shall not include: (x) customer lists other than the Ovide mailing list; and (y) market research data that Debtor does not have the right to assign.

Topicort means a product having the Approved Formulation as (a) a Topicort® branded desoximetasone product marketed immediately prior to January 14, 2003 by Debtor or its affiliate in the United States of America, Puerto Rico and its other possessions and territories; (b) the Topicort® branded 0.05% desoximetasone ointment previously marketed by Debtor, HMR or an affiliate thereof in the United States of America, Puerto Rico and its other possessions and territories; (c) the Topicort® branded 0.25% desoximetasone emollient cream previously marketed by Debtor, HMR or an affiliate thereof in the United States of America, Puerto Rico and its other possessions and territories; (d) the Topicort® branded 0.05% desoximetasone LP emollient cream previously marketed by Debtor, HMR or an affiliate thereof in the United States of America, Puerto Rico and its other possessions and territories; or (e) the Topicort® branded 0.25% desoximetasone ointment previously marketed by Debtor, HMR or an affiliate thereof in the United States of America, Puerto Rico and its other possessions and territories.

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FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

TRADEMARK
REEL: 002862 FRAME: 0018

Exhibit A

License Marks

A/T/S	12-17-1980	1,284,012	7-3-1984	IC 5: Topical antibiotic used in treatment of bacterial infections
TOPICORT (stylized)	5-27-1955	621,695	2-21-1956	IC 5: Dermatological preparation in liquid form
TOPICORT	1-15-1976	1,046,658	8-24-1976	IC 5: Dermatological preparations
OVIDE (United States)	3-27-89	1,383,279	2-20-90	IC 5: A pediculicide lotion
OVIDE (Puerto Rico)	2-18-2000	48,695	9-19-01	IC 5: Pharmaceuticals
PRIMSOL	6-23-94	1,941,818	12-12-93	IC 5: Pharmaceutical preparations for bacterial infections

Exhibit B

NDA

A/T/S Solution 2%
 Ovide Topical Lotion 0.5%
 Primisol Oral Solution (25 mg)
 Primisol Oral Solution (50 mg)
 Topical Emollient Cream 0.25%
 Topical Gel 0.05%
 Topical LP Emollient Cream 0.05%
 Topical Ointment 0.05%
 Topical Ointment 0.25%

AADA #62-405
 NDA #18-613
 NDA #74-374
 NDA #74-973
 NDA #17-856
 NDA #18-586
 NDA #18-309
 NDA #18-594
 NDA #18-763

Schedule 1.22