

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                         |                |
|-------------------------|----------------|
| <b>SUBMISSION TYPE:</b> | NEW ASSIGNMENT |
|-------------------------|----------------|

|                              |                                              |
|------------------------------|----------------------------------------------|
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|------------------------------|----------------------------------------------|

|                                 |                 |                       |                             |
|---------------------------------|-----------------|-----------------------|-----------------------------|
| <b>CONVEYING PARTY DATA</b>     |                 |                       |                             |
| <b>Name</b>                     | <b>Formerly</b> | <b>Execution Date</b> | <b>Entity Type</b>          |
| Bioglan Pharmaceuticals Company |                 | 08/10/2004            | CORPORATION: NORTH CAROLINA |

|                             |                                                                                   |
|-----------------------------|-----------------------------------------------------------------------------------|
| <b>RECEIVING PARTY DATA</b> |                                                                                   |
| <b>Name:</b>                | BDY Acquisition Corp., a wholly-owned subsidiary of Bradley Pharmaceuticals, Inc. |
| <b>Street Address:</b>      | 383 Route 46 West                                                                 |
| <b>City:</b>                | Fairfield                                                                         |
| <b>State/Country:</b>       | NEW JERSEY                                                                        |
| <b>Postal Code:</b>         | 07004-2402                                                                        |
| <b>Entity Type:</b>         | CORPORATION: DELAWARE                                                             |

**PROPERTY NUMBERS Total: 24**

| Property Type        | Number  | Word Mark                                   |
|----------------------|---------|---------------------------------------------|
| Registration Number: | 2725852 | ADOXA                                       |
| Registration Number: | 2399228 | A-FIL                                       |
| Registration Number: | 2239725 | DELIVERING SERIOUS MEDICINE FOR DERMATOLOGY |
| Registration Number: | 2293247 | BIOGLAN PHARMA                              |
| Registration Number: | 2137236 | BETA-LIFTX                                  |
| Registration Number: | 2442940 | TXSYSTEMS                                   |
| Registration Number: | 2197069 | AFIRM                                       |
| Registration Number: | 1831026 |                                             |
| Registration Number: | 2194468 | BIOGLAN                                     |
| Registration Number: | 2196817 | BIOGLAN BG                                  |
| Registration Number: | 1612636 | BENZASHAVE                                  |
| Registration Number: | 2183172 | BIOGLAN                                     |
| Registration Number: | 1391339 | PRAMEGEL                                    |
| Registration Number: | 2129191 | THERAMYCIN Z                                |

**CH \$615.00 2725852**

|                      |          |                                                   |
|----------------------|----------|---------------------------------------------------|
| Registration Number: | 1436153  | BM BIOGLAN MICELLIZED                             |
| Registration Number: | 2125549  | LIFTX                                             |
| Registration Number: | 2843401  | SOLARAZE                                          |
| Serial Number:       | 78398969 | ADOXA DOXYCYCLINE TABLETS SMALL. EASY TO SWALLOW. |
| Serial Number:       | 78245245 | SMALL. EASY TO SWALLOW.                           |
| Serial Number:       | 78235318 | DERMATOLOGY INNOVATION                            |
| Serial Number:       | 78136606 | BIOGLAN PHARMACEUTICALS                           |
| Serial Number:       | 78076391 | ZONALON                                           |
| Serial Number:       | 76222512 | BIOGLAN BETASTICK                                 |
| Serial Number:       | 76099139 | BIOGLAN BIOGLAN PHARMA, INC.                      |

**CORRESPONDENCE DATA**

Fax Number: (651)686-7111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 651.686.6633  
Email: lbyrne@ip-firm.com  
Correspondent Name: Crawford Maunu PLLC  
Address Line 1: 1270 Northland Drive  
Address Line 2: Suite 390  
Address Line 4: St. Paul, MINNESOTA 55120

ATTORNEY DOCKET NUMBER: BRAD.004

NAME OF SUBMITTER: Linda M. Byrne

Total Attachments: 6  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and dated as of August 10, 2004 (the "Effective Date"), by Bioglan Pharmaceuticals Company, a North Carolina corporation ("Assignor"), to BDY Acquisition Corp., a Delaware corporation ("Assignee") and wholly-owned subsidiary of Bradley Pharmaceuticals, Inc. ("Bradley").

WHEREAS, Assignor is the owner of the trademarks and the registrations and applications relating thereto identified and set forth on Schedule A attached hereto (the foregoing collectively referred to herein as the "Trademarks");

WHEREAS, Assignor and Bradley have entered into the Asset Purchase Agreement dated as of June 8, 2004 by and among Quintiles Transnational Corp., Quintiles Bermuda Ltd., Quintiles Ireland Limited, Assignor and Bradley (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to certain assets, which include the Trademarks; and

WHEREAS, in accordance with the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to transfer and assign all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee, as successor to the business associated with the Trademarks, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale and transfer had not been made, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Trademarks, including the right to bring an action for past, present and future infringement, dilution, or other misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse. All of the rights transferred in this paragraph are referred to herein as the "Trademark Rights."

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other officials of the United States Patent and Trademark Office or the appropriate officials in relevant jurisdictions outside the United States, including the Canadian Intellectual Property Office, to record the transfer of the registrations or applications included in the Trademark Rights to Assignee as assignee of Assignor's right, title, and interest therein, and to issue to Assignee all trademark registrations referred to above which may issue with respect to the Trademarks in or outside the United States.

Assignor and Assignee agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such

other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Assignment.

Assignor shall deliver, or instruct Assignor's counsel to deliver, to Assignee a list of all deadlines relating to the Trademarks within ten (10) days of the Effective Date. Furthermore, Assignor shall deliver, and instruct Assignor's counsel to deliver, to Assignee the original files of Assignor or Assignor's counsel relating to the Trademarks, including without limitation any and all documents reflecting first use of any of the Trademarks, representative specimens showing current use of each of the Trademarks (to the extent the Trademark is in use) and any documents relating to the validity or enforceability of any of the Trademarks, it being understood that Assignor shall promptly initiate the delivery process and that all original files shall be delivered to Assignee within sixty (60) days after the Effective Date. Assignor also shall promptly forward, or instruct Assignor's counsel to forward, to Assignee any correspondence or other communication relating to the Trademarks that Assignor or any counsel employed by Assignor may receive from any trademark office in connection with the Trademarks.

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together should constitute one and the same instrument. This Assignment may not be amended or modified without the prior written agreement of both parties hereto.

This Assignment is subject to the terms and conditions of the Purchase Agreement and the Disclosure Letter (as defined in the Purchase Agreement), which are incorporated herein by reference. The parties acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall be not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.

*[signature page follows]*

[Signature page to the Trademark Assignment by  
Bioglan Pharmaceuticals Company to BDY Acquisition Corp.]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed  
as of the date first above written.

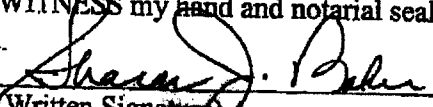
BIOGLAN PHARMACEUTICALS COMPANY

By:   
Name: Thomas C. Perkins  
Title: Vice President

STATE OF NORTH CAROLINA }  
                                              } ss:  
COUNTY OF DURHAM }

Before me, the undersigned, a Notary Public of the State of North Carolina, personally appeared Thomas C. Perkins, having been sworn by me according to law did depose and say he was the Vice President of Bioglan Pharmaceuticals Company (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this the 4 day of August, 2004.

  
(Written Signature)

Sharon J. Baker  
(Printed Signature)

My Commission Expires: 3-16-05

Accepted by:

BDY ACQUISITION CORP.

By: \_\_\_\_\_  
Name:  
Title:

*[Signature page to the Trademark Assignment by  
Bioglan Pharmaceuticals Company to BDY Acquisition Corp.]*

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the date first above written.

**BIOGLAN PHARMACEUTICALS COMPANY**

By: \_\_\_\_\_  
 Name: Thomas C. Perkins  
 Title: Vice President

STATE OF NORTH CAROLINA    }  
                                                                                           } ss:  
 COUNTY OF DURHAM                        }


Before me, the undersigned, a Notary Public of the State of North Carolina, personally appeared Thomas C. Perkins, having been sworn by me according to law did depose and say he was the Vice President of Bioglan Pharmaceuticals Company (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this the \_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
 (Written Signature)

\_\_\_\_\_  
 (Printed Signature)

Accepted by:  
 BDY ACQUISITION CORP.

By:   
 Name: R. Brent Kengycki  
 Title: CFO + Vice President

**Schedule A**

**UNITED STATES REGISTRATIONS:**

| <u>REGISTRATION<br/>NUMBER</u> | <u>REGISTRATION<br/>DATE</u> | <u>DESCRIPTION</u>                                   |
|--------------------------------|------------------------------|------------------------------------------------------|
| 2,725,852                      | 6/10/03                      | ADOXA                                                |
| 2,399,228                      | 10/31/00                     | A-FIL                                                |
| 2,239,725                      | 4/13/99                      | DELIVERING<br>SERIOUS<br>MEDICINE FOR<br>DERMATOLOGY |
| 2,293,247                      | 11/16/99                     | BIOGLAN<br>PHARMA and<br>Design                      |
| 2,137,236                      | 2/17/98                      | BETA-LIFTX                                           |
| 2,442,940                      | 4/10/01                      | TXSYSTEMS                                            |
| 2,197,069                      | 10/20/98                     | AFIRM                                                |
| 1,831,026                      | 4/19/94                      | Design Only                                          |
| 2,194,468                      | 10/13/98                     | BIOGLAN                                              |
| 2,196,817                      | 10/20/98                     | BIOGLAN BG and<br>Design                             |
| 1,612,636                      | 9/11/90                      | BENZASHAVE                                           |
| 2,183,172                      | 8/25/98                      | BIOGLAN                                              |
| 1,391,339                      | 4/29/86                      | PRAMEGEL                                             |
| 2,129,191                      | 1/13/98                      | THERAMYCIN Z                                         |
| 1,436,153                      | 4/14/87                      | BM BIOGLAN<br>MICELLIZED and<br>Design               |
| 2,125,549                      | 12/30/97                     | $\beta$ -LIFTX and Design                            |
| 2,843,401                      | 5/18/04                      | SOLARAZE                                             |

**UNITED STATES APPLICATIONS:**

| <u>APPLICATION<br/>NUMBER</u> | <u>FILING<br/>DATE</u> | <u>DESCRIPTION</u>                                        |
|-------------------------------|------------------------|-----------------------------------------------------------|
| 78-398,969                    | 4/8/04                 | ADOXA<br>DOXYCYCLINE<br>TABLETS SMALL.<br>EASY TO SWALLOW |
| 78-245,245                    | 5/2/03                 | SMALL. EASY TO<br>SWALLOW                                 |
| 78-235,318                    | 4/8/03                 | DERMATOLOGY<br>INNOVATION                                 |
| 78-136,606                    | 6/18/02                | BIOGLAN<br>PHARMACEUTICALS<br>and Design                  |
| 78-076,391                    | 7/30/01                | ZONALON                                                   |
| 76-222,512                    | 3/9/01                 | BIOGLAN BETASTICK                                         |
| 76-099,139                    | 7/28/00                | BIOGLAN BIOGLAN<br>PHARMA INC. and<br>Design              |

**CANADA APPLICATIONS:**

| <u>APPLICATION<br/>NUMBER</u> | <u>FILING<br/>DATE</u> | <u>DESCRIPTION</u> |
|-------------------------------|------------------------|--------------------|
| 1073,662                      | 9/5/00                 | SOLARAZE           |
| 1102,238                      | 5/4/01                 | ADOXA              |