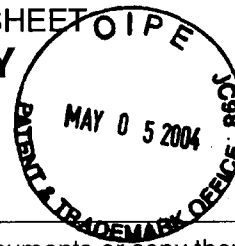


05-10-2004



FORM COVER SHEET
MARKS ONLY



Our Ref.: 551-186

Mail Stop Assign

102741916

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

5.504

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 QLT Phototherapeutics Inc.
 c/o 887 Great Northern Way
 Vancouver, British Columbia, Canada V5T 4T5

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State: Delaware
 Other: _____

2. Name and address of receiving party(ies):
 Name: Axcan Pharma PDT Inc.
 Internal Address: _____
 Street Address: First Floor, Building 2, Chelston Park
 City: Collymore Rock, St. Michael
 State/Country: Barbados
 Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation of Barbados
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Assignment Change of Name
 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

Execution Date: June 20, 2003

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)

(1) _____
 (2) _____
 (3) _____

B. Trademark Registration No.(s)

(1) 1,367,281
 (2) _____
 (3) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Frank P. Presta
 Internal Address: _____
 Street Address: Nixon & Vanderhye P.C.
1100 North Glebe Road
8th Floor
 City Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

DO NOT USE THIS SPACE

9. Statements 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.

Frank P. Presta
Name of Person Signing

Frank P. Presta
Signature

May 5, 2004
Date

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

05/07/2004 DAYME 00000024 1367281
FPP:143
01 FC:8321 40.00 DP

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of the 8 th day of June, 2000, is made:

BETWEEN: **QLT PHOTOTHERAPEUTICS INC.** a company duly constituted under the laws of the State of Delaware, having a place of business c/o 887 Great Northern Way, Vancouver, British Columbia, Canada, V5T 4T5

("Assignor")

AND: **AXCAN PHARMA PDT INC.**, a company duly constituted under the Companies Act of Barbados, having its place of business at First Floor, Building 2, Chelston Park, Collymore Rock, St. Michael, Barbados

("Assignee")

WITNESSETH

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademark **PHOTOFRIN** in the countries listed in **Schedule A** (the "**Trademarks**");

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the registrations together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover from third parties damages for past infringements thereof;

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Trademarks and the registrations together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover from third parties damages for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns (and confirms the sale, transfer and assignment) to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and the registrations, together with all of the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover from third parties damages for past infringements thereof.


TO HAVE AND TO HOLD by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had not this transfer and assignment been made.

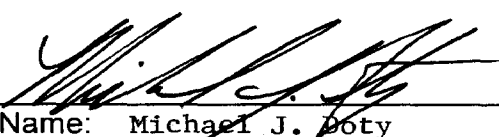
Each of the Assignor and Assignee agree to execute such documents and do such acts as may be necessary to carry out and give effect to this transfer and assignment.

SIGNED THE 20 th DAY OF June, 2003.

ASSIGNOR:

QLT PHOTOTHERAPEUTICS INC.

Witness: 
Name: Cherie Davis

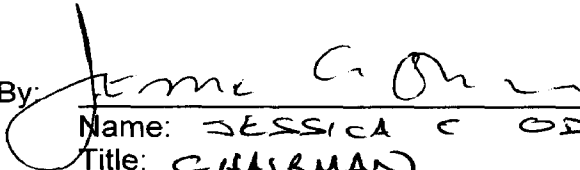
By: 
Name: Michael J. Doty
Title: Senior Vice President
& Chief Financial Officer

SIGNED THE 19 th DAY OF SEPTEMBER, 2003.

ASSIGNEE:

AXCAN PHARMA PDT INC.

Witness: 
Name: RICHARD SARROW

By: 
Name: JESSICA C ODLE
Title: CHAIRMAN

PROVINCE OF BRITISH COLUMBIA)
) ss:
DISTRICT OF)

On this 20th day of June, 2003, before me appeared Michael J. Doty to me known and known to me to be the Senior Vice President and Chief Financial Officer of QLT INC. who executed the foregoing instrument, and he acknowledged to me that he executed the same.

SWORN BEFORE ME

IN THE CITY OF Vancouver, IN THE PROVINCE OF BRITISH COLUMBIA, CANADA
THIS 20th DAY OF June, 2003.

Sandra R. MacKay
Public Notary

Sandra R. MacKay
Barrister & Solicitor
Notary Public
British Columbia
887 Great Northern Way
Vancouver, B.C.
Canada V5T 4T5

CITY OF BRIDGETOWN)
) ss:
BARBADOS)

On this 19th day of SEPTEMBER, 2003, before me appeared
JESSICA C. ODIE
CHAIRMAN
of AXCAN PHARMA PDT INC. who executed the foregoing instrument, and he acknowledged to me that he executed the same.

SWORN BEFORE ME

IN THE CITY OF BRIDGETOWN, BARBADOS
THIS 19th DAY OF SEPTEMBER, 2003.

Godfrey W. Hinds
Public Notary
GODFREY W. HINDS.
DEPUTY REGISTRAR AND AS SUCH
A NOTARY PUBLIC IN
AND FOR BARBADOS.



Schedule A
TRADEMARKS

Country	Trademark No.	Application No.	Expiry Date
Argentina	1536536	1823468	31-Aug-2004
Australia	A516674	516674	09-Aug-2006
Austria	127506	AM378089	31-Oct-2009
Benelux	465458	733026	14-Aug-2009
Brazil	816128774	816128774	06-Oct-2002
Canada	347707	552103	10-Nov-2003
Chile	372368	173256	02-Aug-2001
China	258625	24835	09-Aug-2006
Costa Rica	78482	76046	20-Feb-2012
Croatia	93001800	Z931800A	19-May-2003
Czech Republic	167663	167663	16-Aug-2009
Denmark	80681990	589789	14-Dec-2010
El Salvador	242BK19	2760/91	10-Oct-2003
Estonia	17854	9309776	28-Nov-2005
Finland	113364	406189	20-Aug-2011
France	1464366	925988	10-May-2008
Georgia	007978	4879/03	26-Dec-2007
Germany	1175616	1282/5WZ	30-Jun-2008
Germany	DD646804	V57490	30-Aug-2008
Guatemala	67993	326691	06-Oct-2002
Honduras	55591	-	15-Jun-2002
Hong Kong	B5584/1993	6887/1989	29-Aug-2010
Hungary	129044	200189	05-Sep-2009
India	-	521429	-
Ireland	141423	442389	09-Aug-2009
Israel	73318	73318	10-Aug-2010
Italy	526422	035037	08-Jun-2008
Korea	0203831	1989-0020474	30-Oct-2010
Latvia	M 33462	M-93-8406	27-Oct-2003
Lithuania	24181	13243	27-Oct-2003
Macedonia	000498	206/93	26-May-2003
Malaysia	8904910	8904910	15-Aug-2010
Mexico	408310	118215	17-Jul-2001
New Zealand	195314	195314	09-Aug-2010
Nicaragua	21526CC	-	04-Jun-2012
Norway	145058	893963	15-May-2011
Pakistan	103666	103666	27-Aug-2011
Panama	58051	58051	11-Nov-2002
Philippines	52452	72751	01-Apr-2012
Poland	65815	Z88419	11-Aug-2009
Portugal	258284	258284	10-May-2003
Puerto Rico	31084	-	11-Mar-2012
Russia	88599	114833	09-Aug-2009

Country	Trademark No.	Application No.	Expiry Date
Saudi Arabia	215/61	9894	04-Feb-2009
Singapore	533089	533089	14-Aug-2006
Slovenia	9370417	30467/93(3663)	17-May-2003
South Africa	897110	897110	09-Aug-2009
Spain	1255299	1255299	10-Feb-2005
Sweden	224910	897422	05-Jul-2011
Switzerland	374964	6045	10-Aug-2009
Thailand	113184	397746	11-Sep-2009
Turkey	115726	42742	22-Aug-2009
Ukraine	009260	93115356	03-Nov-2003
United Kingdom	1257851	1257851	10-Jan-2007
[REDACTED]			
Venezuela	163204	694591	18-Jul-2004
Vietnam	9559	11332	17-Mar-2003
Yugoslavia	34753	Z85189	20-Jul-2010