

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medicis Pharmaceutical Corporation		12/03/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Taro Pharmaceuticals U.S.A., Inc.
Street Address:	3 Skyline Drive
Internal Address:	c/o Taro Pharmaceuticals U.S.A., Inc.
City:	Hawthorne
State/Country:	NEW YORK
Postal Code:	10532
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2618880	ALUSTRA
Registration Number:	2204466	LUSTRA
Registration Number:	2329449	LUSTRA
Registration Number:	2427453	LUSTRA-AF
Registration Number:	3133987	LUSTRA ULTRA
Registration Number:	2478612	SUNANDSKIN.COM

CORRESPONDENCE DATA

Fax Number: (206)224-0779
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2066828100
 Email: efilings@cojk.com
 Correspondent Name: Daiva K. Tautvydas, Esq.
 Address Line 1: 1420 Fifth Avenue, Suite 2800
 Address Line 2: Christensen O'Connor Johnson Kindness PL

CH \$165.00 2618880

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:

MDPC-5-22712

NAME OF SUBMITTER:

Daiva K. Tautvydas

Signature:

/Daiva K. Tautvydas/

Date:

12/13/2007

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Medicis Pharmaceutical Corporation, a Delaware corporation, having its principal place of business at 8125 North Hayden Road, Scottsdale, AZ 85258 ("Medicis") and Taro Pharmaceuticals U.S.A., Inc., a New York corporation, having its principal place of business at c/o Taro Pharmaceuticals U.S.A., Inc., 3 Skyline Drive, Hawthorne, New York 10532 ("Taro," sometimes referred to herein individually as a "Party" and collectively with Medicis as the "Parties") have entered into that certain License and Option Agreement dated as of July 29, 2004, as amended ("License and Option Agreement");

WHEREAS, pursuant to the License and Option Agreement, Taro desires to acquire the entire right, title and interest in, to and under the trademark registrations listed on the attached Exhibit A (collectively, the "Marks");

WHEREAS, Medicis is the respective owner of the Marks; and

WHEREAS, pursuant to the terms of the License and Option Agreement, Medicis has agreed to assign the Marks, goodwill and other rights associated therewith to Taro under this agreement ("Assignment") upon the Closing Date (as defined in the License and Option Agreement).

NOW, THEREFORE, for the good and valuable consideration, to it in hand paid by Taro, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Medicis does hereby sell, assign, transfer and set over to Taro all of Medicis' right, title and interest in, to and under the Marks and registrations, and all applications and renewals in connection therewith, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, the rights to be held and enjoyed by Taro, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Medicis if this Assignment had not been made.

This Assignment of Trademarks, dated as of December 3, 2007, may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same Assignment of Trademarks. A facsimile transmitted signature to this Assignment of Trademarks shall be deemed an acceptable written approval of each respective Party to the actions taken herein.

[Signature page follows.]

IN TESTIMONY WHEREOF, the parties hereto have executed this Assignment by its proper officers thereunto duly authorized.

MEDICIS PHARMACEUTICAL CORPORATION, a Delaware corporation

By: _____

Name: Mark A. Prygocki, Sr.
Title: Executive Vice President and CFO

LOGGED BY FINANCE
REVIEWED BY LEGAL

State of Arizona)
County of Maricopa) ss.

On this 3rd day of DECEMBER, 2007 before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.



(seal)

Marilyn A. Luby
Notary Public,

Maricopa County, State of Arizona
My Commission Expires: 8/2/2009

TARO PHARMACEUTICALS U.S.A., INC., a New York corporation

By: _____

Name: Thomas McClary
Title: Group Vice President and CFO

State of _____)
County of _____) ss.

On this _____ day of _____, 2007 before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public,

(seal)

_____ County, State of _____
My Commission Expires: _____

IN TESTIMONY WHEREOF, the parties hereto have executed this Assignment by its proper officers thereunto duly authorized.

MEDICIS PHARMACEUTICAL CORPORATION, a Delaware corporation

By: _____

Name: Mark A. Prygocki, Sr.
Title: Executive Vice President and CFO

State of Arizona)
County of Maricopa) ss.

On this _____ day of _____, 2007 before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public,

(seal)

Maricopa County, State of Arizona
My Commission Expires: _____

TARO PHARMACEUTICALS U.S.A., INC., a New York corporation

By: Thomas E. McClary

Name: Thomas McClary
Title: Group Vice President and CFO

State of New York)
County of Westchester) ss.

On this 3 day of December, 2007 before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Alexander I. Cossin
Notary Public,

(seal)

ALEXANDER I. COSSIN
Notary Public, State of New York
Orange County
Lic# 02CO4899276
Commission Expires June 8, 2011

axc

ORANGE County, State of NEW YORK
My Commission Expires: JUNE 11, 2011

EXHIBIT A
LICENSED MARKS

Trademark	Country	Filing Date	Reg. No.	Issue Date	Applicable Goods
ALUSTRA	U.S.	1/30/01	2,618,880	9/10/02	Dermatological preparations.
ALUSTRA	Canada	2/1/01	TMA608,512	4/26/04	Dermatological preparations for the treatment of pigmentation disorders.
LUSTRA	U.S.	3/19/97	2,204,466	11/17/98	Dermatological preparation.
LUSTRA	Canada	7/11/97	TMA547,412	6/28/01	Dermatological preparations, namely, skin lighteners.
LUSTRA	Puerto Rico	7/31/97	43,262	6/7/00	Dermatological preparation.
LUSTRA and Design	U.S.	4/16/99	2,329,449	3/14/00	Dermatological preparation for use in the treatment of hyperpigmentation, melasma, and uneven pigmentation.
LUSTRA-AF	U.S.	3/2/99	2,427,453	2/6/01	Dermatological preparation.
LUSTRA-AF	Canada	2/17/00	TMA560,284	4/17/02	Dermatological preparations, namely medicated topical preparations for treatment of pigmentation disorders.
LUSTRA ULTRA	U.S.	8/5/04	3,133,987	8/22/06	Dermatological preparations.
LUSTRA ULTRA	Canada	8/4/04 Application No. 1,226,599	N/A	N/A	Dermatological preparations for use in the treatment of post inflammatory hyper-pigmentation, and dyschromia.
LUSTRA-AF	Puerto Rico	2/18/00	48,694	2/18/00	Dermatological preparation.
SUNANDSKIN.COM	U.S.	12/14/99	2,478,612	8/14/01	Providing information in the field of skin care via the global computer network.