TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AXCAN PHARMA INC.		02/25/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tryon Street
Internal Address:	Agency Management NC1-001-15-14
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Bank:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77338871	P
Serial Number:	78846616	PYLERA
Registration Number:	3200054	
Registration Number:	2942643	AXCAN PHARMA
Registration Number:	2942642	AXCAN PHARMA
Registration Number:	2595613	CANASA
Registration Number:	2516220	AXCAN
Registration Number:	2691264	HELICIDE
Registration Number:	2148843	HP

OP $240.00 77338871

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511

Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33001
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/28/2008

Total Attachments: 6
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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of February 25, 2008 between AXCAN PHARMA INC. (the "**Grantor**") and BANK OF AMERICA, N.A., as administrative agent for the Secured Parties.

Reference is made to the Pledge and Security Agreement dated as of February 25, 2008 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Holdings, the Parent Borrower, the Co-Borrower, certain other Subsidiaries of the Parent Borrower from time to time party thereto and the Administrative Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrowers are set forth in (i) the Credit Agreement dated as of February 25, 2008 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Parent Borrower, the Co-Borrower, Holdings, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto and (ii) the Senior Secured Notes Indenture. The Grantor is an affiliate of the Borrowers and will derive substantial benefits from the extension of credit to and the purchase of notes from the Borrowers pursuant to the Credit Agreement and the Senior Secured Notes Indenture, and is willing to execute and deliver this Agreement in order to induce the Lenders and the purchasers to extend such credit and provide such debt financing. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the

USPTO, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, including those listed on Schedule I hereto; and

(b) all goodwill connected with the use thereof and symbolized thereby (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law).

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing effecting or evidencing such termination or release with respect to the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. [Reserved.]

Section 6. Miscellaneous. The provisions of Article 6 of the Security Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AXCAN PHARMA INC.,
as the Grantor

By: _____
Name: Steve Gannon
Title: Senior Vice President – Finance, Chief Financial Officer and Treasurer

Signature Page to Axcan Pharma Inc. Trademark Security Agreement (Short-Form)

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Mollie S. Camp
Name: Mollie S. Camp
Title: Vice President

Signature Page to Axcan Pharma Inc. Trademark Security Agreement (Short-Form)

Schedule I

Short Particulars of U.S. Trademark Collateral

Trademark or Service Mark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date
P & Design	U.S.	77/338,871	November 28, 2007		
PYLERA	U.S.	78/846,616	March 27, 2006		
Design Only	U.S.	76/604,619	July 29, 2004	3,200,054	January 23, 2007
AXCAN PHARMA	U.S.	76/493,594	February 27, 2003	2,942,643	April 19, 2005
AXCAN PHARMA	U.S.	76/493,593	February 27, 2003	2,942,642	April 19, 2005
CANASA	U.S.	76/124,724	September 8, 2000	2,595,613	July 16, 2002
AXCAN	U.S.	75/719,930	June 3, 1999	2,516,220	December 11, 2001
HELICIDE	U.S.	75/577,106	October 26, 1998	2,691,264	February 25, 2003
HP Design	U.S.	75/183,338	October 18, 1996	2,148,843	April 7, 1998