

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mission Pharmacal Company		08/31/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Esrubar, L.P.		
Composed Of:	COMPOSED OF Esrubar Management, L.L.C., a Texas limited liability company, as general partner		
Street Address:	313 Towne Vue		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78213		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3177738	DR. SMITH'S RASH 'N ALL OINTMENT	
Registration Number:	3451789	DR. SMITH'S	
Registration Number:	1990055	DR. SMITH'S DIAPER OINTMENT	
Registration Number:	2001200	DR. SMITH'S DIAPER OINTMENT	
CORRESPONDENCE DATA			
Fax Number:	(210)226-8395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	210-554-5450		
Email:	ipdocket@coxsmith.com		
Correspondent Name:	Pamela B. Huff		
Address Line 1:	112 East Pecan Street, Suite 1800		
Address Line 2:	Cox Smith Matthews Incorporated		
Address Line 4:	San Antonio, TEXAS 78205		
ATTORNEY DOCKET NUMBER:	21262.810		

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TRADEMARK
REEL: 004071 FRAME: 0312

NAME OF SUBMITTER:	Pamela B. Huff
Signature:	/pbhuff35901/
Date:	09/30/2009
Total Attachments: 3 source=DrSmithSecurity#page1.tif source=DrSmithSecurity#page2.tif source=DrSmithSecurity#page3.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into on August 31, 2009, between MISSION PHARMACAL COMPANY, a Texas corporation ("Grantor"), and ESRUBAR, L.P., a Texas limited partnership ("Grantee").

WHEREAS, Grantor and Grantee entered into an Intellectual Property Security Agreement on August 31, 2009 ("IP Security Agreement"), wherein Grantor granted to Grantee a security interest in certain trademarks; and

WHEREAS, pursuant to the IP Security Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Grantor and Grantee agree as follows:

1. Terms. Unless otherwise defined herein, capitalized terms used herein have the meaning given to them in the IP Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor:

- (a) all trademarks referred to on Exhibit A attached hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each trademark on Exhibit A;
- (c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

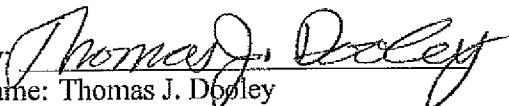
3. Security Agreement. The security interest granted in this Agreement is granted in conjunction with and pursuant to the security interest granted to the Grantee as set forth in IP Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest made and granted in this Agreement are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Grantor:

MISSION PHARMACAL COMPANY

By: 
Name: Thomas J. Dooley
Title: Chief Financial Officer

Grantee:

ESRUBAR, L.P.
a Texas limited partnership by
ESRUBAR MANAGEMENT, L.L.C.
Its General Partner

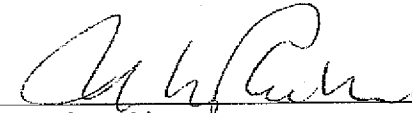
By: 
Name: Martin Rubin
Title: Manager

EXHIBIT A

No.	Country	Trademark	Application No. Registration No.	Filing Date Registration Date	Status
1	United States	DR. SMITH'S RASH 'N ALL OINTMENT	78/357,196 3,177,738	2004-01-25 2006-11-28	Registered
2	United States	DR. SMITH'S	76/681,663 3,451,789	2007-09-10 2008-06-24	Registered
3	United States	DR. SMITH'S DIAPER OINTMENT	74/721,653 1,990,055	1995-08-28 1996-07-30	Registered
4	United States	DR. SMITH'S DIAPER OINTMENT & Design	74/72,1414 2,001,200	1995-08-28 1996-09-17	Registered

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