

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stiefel Laboratories, Inc.		12/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aqua Pharmaceuticals, LLC		
Street Address:	158 West Gay Street, Suite 310		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19380		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3145951	ROSAC CREAM WITH SUNSCREENS	
Registration Number:	2594527	ROSAC	
Registration Number:	2985988		
Registration Number:	3292228	XOLEGEL	
Registration Number:	2672463	SOLAGÉ	
Registration Number:	2744436	SOLAGÉ	
CORRESPONDENCE DATA			
Fax Number:	(704)625-9190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 483 2723		
Email:	trademarks@gsk.com		
Correspondent Name:	Christopher M. Hanes		
Address Line 1:	Five Moore Drive		
Address Line 2:	C.3159.3D		
Address Line 4:	Research Triangle Pk, NORTH CAROLINA 27709		

CH \$165.00 3145951

900180750

**TRADEMARK
 REEL: 004448 FRAME: 0703**

NAME OF SUBMITTER:	Christopher M. Hanes
Signature:	/Christopher M. Hanes/
Date:	01/07/2011
Total Attachments: 6 source=aqua pharmaceuticals#page1.tif source=aqua pharmaceuticals#page2.tif source=aqua pharmaceuticals#page3.tif source=aqua pharmaceuticals#page4.tif source=aqua pharmaceuticals#page5.tif source=aqua pharmaceuticals#page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 21 day of December, 2010 by and between STIEFEL LABORATORIES, INC., a Delaware corporation having an address at 20 T.W. Alexander Drive, Research Triangle Park, North Carolina 27709 ("Assignor"), as assignor, and AQUA PHARMACEUTICALS, LLC, a Pennsylvania limited liability company having an address at 158 West Gay Street, Suite 310, West Chester, Pennsylvania 19380 ("Assignee"), as assignee. Assignee and Assignor are sometimes collectively referred to herein as the "Parties" and separately as a "Party." Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated of even date herewith (together with the exhibits and schedules thereto, the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring certain Assets of Assignor; and

WHEREAS, Assignor is the owner of the registered trademarks listed on Exhibit A attached hereto and made a part hereof, which are part of the Assets (the "Acquired Trademarks"), together with all goodwill represented and symbolized by the Acquired Trademarks in the Territory (the "Assigned Goodwill").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor (or its Affiliate) is required to assign to Assignee all of Assignor's right, title and interest in and to the Acquired Trademarks, together with the Assigned Goodwill, pursuant to and subject to the terms and conditions of this Assignment and the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and stipulations set forth herein and in the Asset Purchase Agreement, the receipt and legal sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, delivers, and conveys to Assignee (and its successors and assigns), as purchaser of the Assets, all of Assignor's right, title and interest in and to the Acquired Trademarks and the Assigned Goodwill in the Territory.

2. Assignor further authorizes Assignee and the Commissioner of Patents and Trademarks of the United States of America to record the Acquired Trademarks as the property of Assignee. Without limiting the above, Assignor, in the presence of a notary public, shall complete and execute any document required by the United States Patent and Trademark Office (the "PTO") in order to effectuate the transfer contemplated herein.

3. Assignor will cooperate with Assignee in executing and/or filing documents with the PTO to record this Assignment with the PTO, and to designate Assignee as the owner of the Acquired Trademarks in the Territory.

4. Assignee shall take all actions (other than the execution of documents by Assignor) and shall bear all fees, costs and expenses incurred in connection with the preparation, recordation and filing of any documents, or the performance of any actions, required to be prepared, recorded or filed, or performed, to effectuate the sale, assignment, transfer, conveyance and delivery of the Acquired Trademarks and the Assigned Goodwill to Assignee (and its successors and assigns), and Assignee shall reimburse Assignor for any such reasonable out-of-pocket fees, costs or expenses, other than Assignor's attorneys fees incurred in connection therewith, if any, which shall be Assignor's sole obligation.

5. All of the terms and provisions of this Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

6. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Acquired Trademarks and Assigned Goodwill from Assignor to Assignee as provided in the Asset Purchase Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase Agreement as they relate to the Acquired Trademarks and Assigned Goodwill, including any of the representations, warranties, covenants

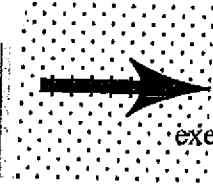
or indemnities set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement controls.

7. This Assignment shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws of the State of New York without reference to any rules of conflict of laws.

8. Nothing in this Assignment, express or implied, is intended to confer upon any Third Party (other than a permitted successor or assign of a Party hereto) any rights, remedies, obligations or liabilities.

9. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment by facsimile transmission shall be as effective as delivery of a manually executed signature page.

[Signatures to follow]



IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

STIEFEL LABORATORIES, INC.

By: 

Name: William J. Mosher
Vice President & Secretary

Title: _____

AQUA PHARMACEUTICALS, LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

STIEFEL LABORATORIES, INC.

By: _____

Name: _____

Title: _____

AQUA PHARMACEUTICALS, LLC

By: *C.B.B.*

Name: CRAIG B. BALLAON

Title: PRESIDENT

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Exhibit A

ACQUIRED TRADEMARKS

Mark	Filing Date	Serial No.	Reg. No.	Reg. Date	Owner of Record
ROSAC CREAM WITH SUNSCREENS and design	26 Mar 2004	76583498	3145951	19 Sept 2006	Stiefel Laboratories, Inc.
ROSAC	7 Oct 1997	75374490	2594527	16 Jul 2002	Stiefel Laboratories, Inc.
Sunray design	26 Mar 2004	76583400	2985988	16 Aug 2005	Stiefel Laboratories, Inc.
XOLEGEL	22 May 2006	78888803	3292228	11 Sept 2007	Stiefel Laboratories, Inc.
SOLAGÉ	15 Dec 1998	75607704	2672463	7 Jan 2003	Stiefel Laboratories, Inc.
SOLAGÉ	31 Jan 2002	76366718	2744436	29 Jul 2003	Stiefel Laboratories, Inc.