

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
Graceway Pharmaceuticals, LLC		12/02/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Medicis Pharmaceutical Corporation		
Street Address:	7720 North Dobson Road		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85256		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2053136	ALDARA	
Registration Number:	0962509	ALU-CAP	
Registration Number:	1143876	ARISTOCORT A	
Registration Number:	1226422	ARISTOCORT A	
Registration Number:	3126272	ATOPICLAIR	
Registration Number:	3738199	BENZIQ	
Registration Number:	1024480	CYCLOCORT	
Registration Number:	2181399		
Registration Number:	2784534	ESTRASORB	
Registration Number:	3795988	G GRACEWAY PHARMACEUTICALS	
Registration Number:	3818769	G GRACEWAY PHARMACEUTICALS, LLC	
Registration Number:	3687620	GRACEWAY PHARMACEUTICALS	
Registration Number:	1523151	MAXAIR	
Registration Number:	3208459	MAXAIR	

TRADEMARK

Registration Number:	3434576	MAXAIR
Registration Number:	1540056	MINITRAN
Registration Number:	0697028	NORFLEX
Registration Number:	0771046	NORGESIC
Registration Number:	1202505	TAMBOCOR
Serial Number:	85019652	
Registration Number:	3877321	
Registration Number:	3819643	ZYCLARA

CORRESPONDENCE DATA

Fax Number: (617)239-0419
 Phone: 6172390419
 Email: pconcannon@edwardswildman.com,trademark@edwardswildman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Patrick J. Concannon
 Address Line 1: Edwards Wildman Palmer LLP
 Address Line 2: F.D.R. Station, P.O. Box 130
 Address Line 4: New York, NEW YORK 10150

ATTORNEY DOCKET NUMBER:	311548-0002
NAME OF SUBMITTER:	Patrick J. Concannon
Signature:	/PJC/
Date:	12/28/2011

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of December 2, 2011 (the "Assignment"), is made by and between Graceway Pharmaceuticals, LLC, a Delaware limited liability company ("Assignor"), and Medicis Pharmaceutical Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignee, Assignor, Graceway Canada Company and certain Subsidiaries of Assignor are parties to the Asset Purchase Agreement, dated as of November 18, 2011 ("Purchase Agreement"), providing for the execution and delivery of this Assignment (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor is the sole and exclusive owner of the marks set forth on Exhibit A and incorporated by reference herein, which are registered, or for which application for registration has been filed, in the United States Patent and Trademark Office or similar governmental office in territories other than the United States (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase and acquire all of Assignor's right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of the Business symbolized by the Assigned Marks, which is ongoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of the Business symbolized by the Assigned Marks, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Marks.
2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States or similar governmental authority or agency in territories other than the United States to record ownership of the Assigned Marks as the property of Assignee.
3. Subject to the Purchase Agreement. This Assignment is being executed and delivered pursuant to, and is subject in all respects to the terms and conditions of the Purchase Agreement, and all of the representations, warranties, covenants and agreements of Assignor and Assignee, all of which shall survive the execution and delivery of this Assignment in accordance with the terms and conditions of the Purchase Agreement. Nothing in this Assignment shall supersede, amend, alter, waive or modify (nor shall it be deemed or construed to supersede, amend, alter, waive or modify) any of

the terms or conditions of the Purchase Agreement in any manner whatsoever. In no event shall this Assignment be deemed or construed as creating any rights or obligations of Assignee or Assignor that are in any way inconsistent with those set forth in the Purchase Agreement. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control and prevail.

4. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

5. Further Action. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.

6. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

GRACEWAY PHARMACEUTICALS, LLC

By: John A. A. Bellamy
Name: John A. A. Bellamy
Title: Executive Vice President, General
Counsel and Corporate Secretary

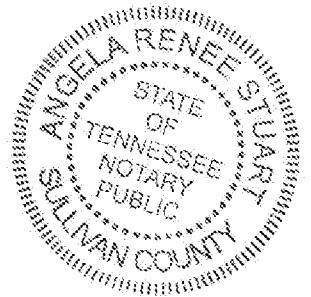
ACKNOWLEDGMENT

STATE OF TENNESSEE)
 :SS:
COUNTY OF Sullivan)

On Dec. 2, 2011 before me, the undersigned, personally appeared
John A. A. Bellamy
personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires
November 20, 2013

Angela Renee Stuart
(signature and office of individual
taking acknowledgment)





ASSIGNEE:

MEDICIS PHARMACEUTICAL
CORPORATION



By: 

Name: Richard D. Peterson

Title: Chief Financial Officer, EVP

ACKNOWLEDGMENT

STATE OF ARIZONA)

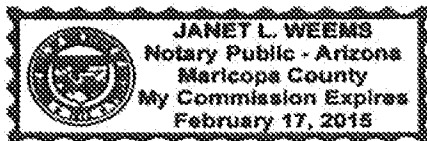
SS:

COUNTY OF Maricopa

On 12/1, 2011 before me, the undersigned, personally appeared

Richard D. Peterson

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.






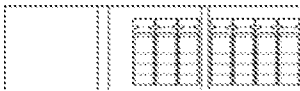

(signature and office of individual
taking acknowledgment)

EXHIBIT A

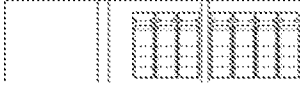

Assigned Marks

Country	Mark	Appl. No. / Reg. No.	App. Filing Date / Reg. Date	Goods/Services	Status
Bermuda	AIROMIR	25794 25794	01/24/1994 01/24/1994	Class 5: Pharmaceuticals, medical and medicinal preparations and substances; healthcare products; veterinary products	Registered
Bermuda	ALDARA	26874 26874	04/27/1995 04/27/1995	Class 5: Pharmaceutical, medicinal and medical preparations and substances	Registered
Bermuda	Design (Leaf) 	28604 28604	04/07/1997 04/07/1997	Class 5: Pharmaceutical preparations, namely, immunomodulators	Registered
Bermuda	QVAR	26168 26168	06/09/1994 06/09/1994	Class 5: Pharmaceutical, veterinary and sanitary preparations; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides	Registered
Bermuda	ZARTRA	41008 N/A	03/26/2004 N/A	Class 5: Pharmaceutical preparations	Pending
Bermuda	ZARTRA	26932 26932	05/26/1995 05/26/1995	Class 5: Pharmaceutical preparations	Registered
Canada	AIROMIR	732,982 TMA495,773	07/19/1993 06/09/1998	Pharmaceutical preparations for the treatment and/or alleviation of respiratory diseases and ailments	Registered
Canada	ALDARA	776,185 TMA520,368	02/23/1995 12/07/1999	Pharmaceutical preparations, namely, immunomodulators and pulmonary disease modifiers	Registered
Canada	ALU-TAB	377,932 TMA208,956	08/13/1974 08/22/1975	Antacid	Registered
Canada	CYCLIMOD	1,445,113 N/A	07/17/2009 N/A	Pharmaceutical preparations, namely, immunomodulators and pulmonary disease modifiers.	Allowed
Canada	Design (Leaf) 	836,000 TMA526,478	02/07/1997 04/07/2000	Pharmaceutical preparations, namely, immunomodulators	Registered
Canada	ESTRASORB	1,291,793 TMA802785	02/28/2006 07/22/2011	Pharmaceuticals namely, topical hormone preparations .	Registered

Country	Mark	Appl. No. / Reg. No.	App. Filing Date / Reg. Date	Goods/Services	Status
Canada	GRACEWAY	1,332,738 TMA730653	01/25/2007 12/10/2008	Full line of medicated and pharmaceutical preparations for treatment of conditions, diseases, and illnesses affecting the respiratory, cardiopulmonary systems; Full line of medicated and pharmaceutical preparations for treatment of conditions, diseases, illnesses and symptoms for use in oncology, cardiology, obstetrics and gynecology; Full line of medicated and pharmaceutical preparations for treatment of conditions, diseases, illnesses and symptoms for use in dermatology, namely, dermatitis, nonmelanoma skin cancers, viral infections of the skin, hyperkeratotic disorders, in situ carcinomas of the skin, inflammatory skin disorders, sexually transmitted diseases; Anti-inflammatories and anti-infectives.	Registered
Canada	HIP-REX	289,600 TMA152,636	05/20/1965 08/18/1967	Urinary antiseptic for human use	Registered
Canada	MAXAIR	659,288 TMA385,308	06/05/1990 05/31/1991	Pirbuterol pharmaceutical preparation for the treatment of bronchospasm	Registered
Canada	MINITRAN	659,286 TMA385,307	06/05/1990 05/31/1991	Skin patch for delivering nitroglycerin to a medical patient	Registered
Canada	NIDAGEL	750,988 TMA441,631	03/29/1994 03/31/1995	Vagina gel	Registered
Canada	NORFLEX	254,245 TMA119,001	12/4/1959 07/29/1960	Skeletal muscle relaxants	Registered
Canada	NORGESIC	288,161 TMA148,694	03/18/1965 12/30/1966	Medicinal preparation for the relief of pain and/or muscle spasm	Registered
Canada	QVAR	753,104 TMA545,041	04/26/1994 05/14/2001	Pharmaceutical preparations for respiratory use	Registered
Canada	TAMBOCOR	476,099 TMA278,005	09/29/1981 03/25/1983	Pharmaceutical preparation, namely, an antiarrhythmic preparation	Registered
Canada	TANTUM	616,453 TMA371,181	10/12/1988 07/27/1990	Analgesic, anti-inflammatory pharmaceutical	Registered
Canada	THEOLAIR	426,560 TMA239,113	06/23/1978 01/11/1980	Bronchodilator pharmaceutical preparation	Registered
Canada	Trade Dress (Zyclara Packaging) 	1,500,558 N/A	10/21/2010 N/A	Pharmaceutical preparations, namely, immunomodulators and pulmonary disease modifiers	Abandoned (October 21, 2011)

Country	Mark	Appl. No. / Reg. No.	App. Filing Date / Reg. Date	Goods/Services	Status
Canada	Triangle Design 	1,410,857 TMA763,595	09/16/2008 04/08/2010	Pharmaceutical preparations, namely, immunomodulators	Registered
Canada	ULONE	273,150 TMA133,136	12/26/1962 10/18/1963	Pharmaceutical preparations for treatment of respiratory ailments	Registered
Canada	VYLOMA	1,494,434 N/A	09/02/2010 N/A	Pharmaceutical preparations, namely, immunomodulators.	Allowed
Canada	ZYCLARA	1,445,112 TMA771,137	07/17/2009 07/05/2010	Pharmaceutical preparations, namely, immunomodulators. and pulmonary disease modifiers.	Registered
Chile	ZYCLARA	883910 898144	11/06/2009 09/27/2010	<u>Class 5</u> : Includes pharmaceutical preparations, such as immunomodulators and pulmonary disease modifiers.	Registered
Costa Rica	ZYCLARA	2009-009931 201123	11/12/2009 05/28/2010	<u>Class 5</u> : Pharmaceutical preparations namely, immunomodulators and pulmonary disease modifiers	Registered
Guatemala	ZYCLARA	M0078812009 169049	11/18/2009 04/05/2010	<u>Class 5</u> : Pharmaceutical preparations namely, immunomodulators and pulmonary disease modifiers	Registered
Mexico	GRACEWAY	855929 1001438	05/22/2007 09/12/2007	<u>Class 5</u> : Pharmaceutical preparations.	Registered
Mexico	GRACEWAY MEXICO	855928 999941	05/22/2007 09/05/2007	<u>Class 5</u> : Pharmaceutical preparations .	Registered
Mexico	ZYCLARA	1045020 1199453	11/03/2009 01/31/2011	<u>Class 5</u> : Pharmaceutical preparations namely, immunomodulators and pulmonary disease modifiers	Registered
United States	ALDARA	74/573,320 2,053,136	09/14/1994 04/15/1997	<u>Class 5</u> : Pharmaceutical preparations, namely immunomodulators	Registered
United States	ALU-CAP	72/424,918 962,509	05/19/1972 07/03/1973	<u>Class 5</u> : Antacid capsules	Registered
United States	ARISTOCORT A	73/217,899 1,143,876	05/31/1979 12/23/1980	<u>Class 5</u> : Steroid preparation in cream form	Registered
United States	ARISTOCORT A	73/313,674 1,226,422	06/08/1981 02/08/1983	<u>Class 5</u> : Dermatological preparations	Registered
United States	ATOPICLAIR	78/674,404 3,126,272	07/20/2005 08/08/2006	<u>Class 5</u> : Pharmaceutical preparations and substances for the treatment of skin conditions; pharmaceutical preparations and substances for the treatment of seborrheic dermatitis; pharmaceutical preparations and substances for the treatment for skin diseases like allergic and topic dermatitis.	Registered

Country	Mark	Appl. No. / Reg. No.	App. Filing Date / Reg. Date	Goods/Services	Status
United States	BENZIQ	78/647,931 3,738,199	06/10/2005 01/12/2010	Class 5: Dermatological topical pharmaceutical preparations specifically related to acne treatment and not in the form of shaving cream	Registered
United States	CYCLOCORT	73/045,298 1,024,480	02/27/1975 11/11/1975	Class 5: Steroid preparation	Registered
United States	Design (Leaf) 	75/215,842 2,181,399	12/19/1996 08/11/1998	Class 5: Pharmaceutical preparations, namely, immunomodulators	Registered
United States	ESTRASORB	75/833,622 2,784,534	10/27/1999 11/18/2003	Class 5: Pharmaceuticals, namely, topical hormone preparations	Registered
United States	G GRACEWAY PHARMACEUTICALS (& Horizontal Design) 	77/116,781 3,795,988	02/27/2007 06/01/2010	Class 5: Medicated and pharmaceutical preparations for the treatment of skin, respiratory, and gynecological disorders for use in humans.	Registered
United States	G GRACEWAY PHARMACEUTICALS LLC (& Horizontal Design) 	77/116,783 3,818,769	02/27/2007 07/13/2010	Class 5: Medicated and pharmaceutical preparations for use in humans	Registered
United States	GRACEWAY PHARMACEUTICALS	78/930,569 3,687,620	07/17/2006 09/22/2009	Class 5: Medicated and pharmaceutical preparations for the treatment of skin, respiratory, and gynecological disorders.	Registered
United States	MAXAIR	73/718,681 1,523,151	03/25/1988 02/07/1989	Class 5: Pirbuterol pharmaceutical preparation for the treatment of bronchospasm	Registered
United States	MAXAIR	78/855,435 3,208,459	04/06/2006 02/13/2007	Class 5: Pharmaceutical preparations, namely, bronchodilators for treating respiratory conditions such as bronchospasm and asthma	Registered
United States	MAXAIR (and Design) 	77/230,444 3,434,576	07/16/2007 05/27/2008	Class 5: Pibuterol pharmaceutical preparations for the treatment of bronchospasm	Registered
United States	MINITRAN	73/754,072 1,540,056	09/26/1988 05/23/1989	Class 5: Pharmaceutical, veterinary and sanitary preparations; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides	Registered

Country	Mark	Appl. No. / Reg. No.	App. Filing Date / Reg. Date	Goods/Services	Status
United States	NORFLEX	72/084,095 697,028	10/27/1959 05/03/1960	Class 5: Medicinal preparation used as a skeletal muscle relaxant	Registered
United States	NORGESIC	72/151,262 771,046	08/15/1962 06/09/1964	Class 5: Medicinal preparation for the relief of pain and/or muscle spasm	Registered
United States	TAMBOCOR	73/303,364 1,202,505	03/30/1981 07/27/1982	Class 5: Antiarrhythmic agent	Registered
United States	Trade Dress (Zyclara Packaging) 	85/019,652 N/A	04/21/2010 N/A	Class 5: pharmaceutical preparations, namely, immunomodulators and pulmonary disease modifiers	Pending
United States	Triangle Design 	77/420,105 3,877,321	03/12/2008 11/16/2010	Class 5: Pharmaceutical preparations, namely, immunomodulators	Registered
United States	ZYCLARA	77/781,257 3,819,643	07/15/2009 07/13/2010	Class 5: Pharmaceutical preparations, namely, immunomodulators	Registered