

EXHIBIT F

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of _____, 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: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)

:SS:

COUNTY OF)

On , 2011 before me, the undersigned, personally appeared

_____ 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)

ASSIGNEE:

MEDICIS PHARMACEUTICAL
CORPORATION

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF)

On , 2011 before me, the undersigned, personally appeared

_____ 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)