

PATENT ASSIGNMENT

This PATENT 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 patents and patent applications set forth on Exhibit A and incorporated by reference herein, which have been issued, or for which application 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 Patents"); and

WHEREAS, Assignee desires to purchase and acquire all of Assignor's right, title and interest throughout the world in and to the Assigned Patents.

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 Patents, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Patents.

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 Patents 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)

EXHIBIT A

Assigned Patents

[TO COME]

**Exhibit B**

**Assigned Agreements**

Contract Number		Contract Description		Contract Amount	
1	3M AND CURATEK	Trademark Sublicense	855	\$0.00	
2	3M COMPANY	Aldara Product Improvement Master Services Agreement	9	\$31,962.17	
3	3M COMPANY	Pirbuterol Inhalation Product Co-Development Agreement	17	\$0.00	
4	3M COMPANY	Supply Agreement and Amendments	61	\$5,431,829.16	
5	3M COMPANY	Acquisition Agreement	807	\$0.00	
6	3M COMPANY	First Amendment to the Acquisition Agreement	808	\$0.00	
7	3M COMPANY	Second Amendment to the Acquisition Agreement	809	\$0.00	
8	3M COMPANY	Assignment and Assumption Agreement	810	\$0.00	
9	3M COMPANY	Acquisition Agreement (Venezuela)	811	\$0.00	
10	3M COMPANY	Quality Agreement	812	\$0.00	
11	3M COMPANY	Dose by Dose Letter Agreement	813	\$0.00	
12	3M COMPANY	Letter Agreement re Finance Responsibilities	814	\$0.00	
13	3M COMPANY	Cooperation Agreement	815	\$0.00	
14	3M COMPANY	Amendment to Cooperation Agreement	816	\$0.00	
15	3M COMPANY	Acquisition Agreement (Canada)	817	\$0.00	
16	3M COMPANY	Settlement Agreement	818	\$0.00	
17	3M INNOVATIVE PROPERTIES COMPANY	Intellectual Property License Agreement	14	\$0.00	
18	3M INNOVATIVE PROPERTIES COMPANY	Technology, Access, Development Option and License Agreement	19	\$8,902,800.00	
19	ACADEMIC DERMATOLOGY ASSOCIATES / EDUARDO TSCHEN, MD	Clinical Trial Agreement	832	\$0.00	
20	ACCURISTIX (F/K/A MCKESSON LOGISTICS SOLUTIONS)	Clinical Trial Agreement	855	\$0.00	
21	ACTIVMED PRACTICES & RESEARCH	First Amending Agreement To Distribution Services Agreement	739	\$0.00	
22	ALARA HEALTHCARE CORPORATION	Activated Clinical Trial Agreement	820	\$0.00	
23	ALARA PHARMACEUTICALS, INC.	Settlement Agreement	821	\$0.00	
24	ALPHA CLINICAL RESEARCH	Amendment to Clinical Trial Agreement	822	\$0.00	
25	ALPHA CLINICAL RESEARCH	Clinical Trial Agreement	823	\$0.00	
26	ALTMAN DERMATOLOGY ASSOCIATES	Clinical Trial Agreement	826	\$0.00	
27	ALTMAN DERMATOLOGY ASSOCIATES	Clinical Trial Agreement	827	\$0.00	
28	ALTMAN DERMATOLOGY ASSOCIATES	Clinical Trial Agreement	828	\$0.00	
29	ALTUS RESEARCH	Clinical Trial Agreement	829	\$0.00	
30	ALVOGEN, INC.	Distribution Agreement	56	\$0.00	
31	ATLANTA NORTH GYNECOLOGY, P.C.	Clinical Trial Agreement	744	\$0.00	
32	ATP, LLC D/B/A PPD MED. COMMUNICATIONS	Clinical Trial Agreement	71	\$120,708.58	
33	BILCARE, GLOBAL CLINICAL SUPPLIES, AMERICAS	Services Agreement	866	\$1,589.67	
34	BIOKOSMES S.R.L.	Contract Manufacturing Agreement	59	\$8,926.00	
35	BIOKOSMES S.R.L.	Quality Assurance Agreement	889	\$0.00	
36	C.S.C. FORCE MEASUREMENT, INC.		70	\$0.00	
37	COHEN, JOEL	Clinical Research Agreement	3	\$6,158.00	
38	COMPREHENSIVE NEUROSCIENCE, INC.	Master Services Agreement	776	\$4,170.00	
39	CONTRACT PHARMACEUTICALS LTD. CANADA	Quality Agreement	862	\$0.00	
40	CONTRACT PHARMACEUTICALS LTD. CANADA	Supply Agreement	863	\$0.00	
41	CURATEK AND 3M	Assignment of Trademark License	894	\$0.00	
42	DERMATOLOGY TREATMENT RESEARCH CENTER	Clinical Trial Agreement	745	\$0.00	
43	DERMRESEARCH CENTER OF NEW YORK, INC.	Clinical Trial Agreement	746	\$0.00	
44	DERMRESEARCH, INC.	Clinical Trial Agreement	747	\$0.00	
45	DISCOVERY CLINICAL RESEARCH, INC.	Clinical Trial Agreement	748	\$0.00	
46	DOWNTOWN WOMENS HEALTH CARE	Clinical Trial Agreement	749	\$0.00	
47	DPT LABORATORIES, LTD.	Manufacturing Agreement	62	\$440,560.64	

48	DPT LABORATORIES, LTD.	Quality Agreement	882	\$0.00
49	DREXEL UNIVERSITY COLLEGE OF MEDICINE	Clinical Trial Agreement	750	\$0.00
50	DSG, INC.	Master Services Agreement	777	\$0.00
51	EPL PATHOLOGY ARCHIVES, INC.	Archive Agreement	1	\$11,118.62
52	EXPERCHEM LABORATORIES, INC.	Agency Agreement - Terms and Conditions for Analytical Services	890	\$0.00
53	EXPERCHEM LABORATORIES, INC.	GMP Quality Agreement	891	\$0.00
54	FISHER CLINICAL SERVICES, INC.	Master Services Agreement	780	\$3,785.00
55	GALDERMA AND CURATEK	Trademark License	882	\$0.00
56	GALDERMA, CURATEK AND 3M	Amendment to Trademark License	893	\$0.00
57	GILEAD SCIENCES, INC.	Licensing Agreement	28	\$0.00
58	GOLD, MICHAEL	Clinical Research Agreement	4	\$0.00
59	GRACEWAY CANADA COMPANY	Licensing Agreement (as amended)	15	\$0.00
60	GRACEWAY PHARMACEUTICALS, LLC	Licensing Agreement (as amended)	16	\$0.00
61	GRAND RAPIDS WOMENS HEALTH	Clinical Trial Agreement	751	\$0.00
62	HARMONY LABS, INC.	Services Agreement	45	\$0.00
63	HARMONY LABS, INC.	Supply Agreement (Benziziq)	67	\$0.00
64	HARMONY LABS, INC.	Supply Agreement (Estrasorb / Zyclara)	68	\$270,130.85
65	HARMONY LABS, INC.	Quality Agreement	884	\$0.00
66	HEALTHCARE CLINICAL DATA, INC.	Clinical Trial Agreement	752	\$0.00
67	HONEYWELL INTERNATIONAL, INC.	Supply Agreement	63	\$0.00
68	HUNTINGDON LIFE SCIENCES, LTD.	Laboratory Services Master Agreement	774	\$0.00
69	INOVA PHARMACEUTICALS PTY, LTD.	Supply Agreement	64	\$0.00
70	INOVA PHARMACEUTICALS PTY, LTD.	APACA Supply Agreement	819	\$0.00
71	INTEGRUM, LLC	Master Services Agreement	782	\$0.00
72	INTERNATIONAL PHARMA LABS S.A.R.L	Licensing Agreement (Aldara + Other)	32	\$0.00
73	INTERNATIONAL PHARMA LABS S.A.R.L	Licensing Agreement (Zyclara)	33	\$0.00
74	INTERNATIONAL PHARMA LABS S.A.R.L	Supply Agreement (Aldara + Other)	86	\$0.00
75	INTERNATIONAL PHARMA LABS S.A.R.L	Supply Agreement (Zyclara)	69	\$0.00
76	JACKSON CLINIC, PA	Clinical Trial Agreement	753	\$0.00
77	LUITPOLD PHARMACEUTICALS, INC.	Supply Agreement	65	\$0.00
78	LUITPOLD PHARMACEUTICALS, INC.	Quality Agreement	883	\$0.00
79	MEDA AB	Cooperation Agreement	10	\$0.00
80	MEDA AB	Licensing Agreement		\$0.00
81	MEDPHARM LIMITED	Master Services Agreement	29	\$0.00
82	MORE PHARMA CORPORATION	Purchase and Sale Agreement	38	\$0.00
83	MOUNT SIANI SCHOOL OF MEDICINE	Clinical Research Agreement	40	\$0.00
84	MUNAVALLI, GIRISH	Clinical Research Agreement	5	\$12,500.00
85	NEA WOMEN'S CLINIC	Clinical Trial Agreement	2	\$4,447.00
86	NEW YORK UNIVERSITY SCHOOL OF MEDICINE	Clinical Trial Agreement	754	\$0.00
87	PERRIGO COMPANY	Settlement Agreement	755	\$0.00
88	PERRIGO COMPANY OF SOUTH CAROLINA, INC.	Distribution Agreement and Amendments	18	\$0.00
89	PFIZER, INC.	Acquisition and Licensing Agreement	57	\$0.00
90	PFIZER, INC.	Master Services and Supply Agreement	20	\$0.00
91	PHARMANET, INC.	Master Services Agreement	39	\$0.00
92	PRASCO, LLC	Distribution Agreement	783	\$0.00
93	PRECISION TRIALS, LLC	Clinical Trial Agreement	58	\$0.00
94	PROSOFT SOFTWARE, INC.	Project Agreement - Number 2	756	\$0.00
95	PROSOFT SOFTWARE, INC.	Consulting Agreement (as amended)	8	\$0.00
			772	\$10,615.00



96	PROSOFT SOFTWARE, INC.	Master Services Agreement	876	\$0.00
97	SAGINAW VALLEY MED. RESEARCH GROUP, LLC	Clinical Trial Agreement	757	\$0.00
98	SINCLAIR PHARMACEUTICALS LIMITED	Acquisition and Licensing Agreement	21	\$0.00
99	SPAULDING CLINICAL RESEARCH, LLC	Master Services Agreement	788	\$6,237.32
100	TIDEWATER CLINICAL RESEARCH, INC.	Clinical Trial Agreement	758	\$0.00
101	TKL RESEARCH, INC.	Master Services Agreement	784	\$0.00
102	TRUSTEES OF THE UNIV OF PENNSYLVANIA	Clinical Trial Agreement	6	\$0.00
103	UNIV. OF TEXAS MD ANDERSON CANCER CENTER	Clinical Research Agreement	742	\$0.00
104	UNIV. OF TEXAS SOUTHWESTERN MEDICAL CTR.	Clinical Research Agreement	743	\$0.00
105	UNIVERSITY HOSPITALS OF CLEVELAND	Clinical Trial Agreement	759	\$0.00
106	UNIVERSITY OF CALIFORNIA AT IRVINE	Clinical Research Agreement	740	\$0.00
107	UNIVERSITY OF HERTFORDSHIRE	Clinical Research Agreement	741	\$0.00
108	WOMEN'S CARE CENTER OF MEMPHIS, M PLLC	Clinical Trial Agreement	760	\$0.00
109	WOMEN'S HEALTH CARE, INC.	Clinical Trial Agreement	761	\$0.00
110	WOMEN'S HEALTH PRACTICE	Clinical Trial Agreement	762	\$0.00
111	WOMEN'S HEALTH RESEARCH	Clinical Trial Agreement	763	\$0.00
112	WOMEN'S HEALTH RESEARCH CENTER	Clinical Trial Agreement	784	\$0.00