

**Exhibit D**

**Feb. 2, 2012 EWP Response Letter**



EDWARDS WILDMAN PALMER LLP  
111 HUNTINGTON AVENUE  
BOSTON, MA 02199  
+1 617 239 0100 main +1 617 227 4420 fax  
edwardswildman.com

Charles L. Glerum

Partner  
+1 617 239 0516  
fax +1 888 325 1669  
cglерum@edwardswildman.com

February 2, 2012

**VIA FIRST CLASS MAIL AND  
CERTIFIED MAIL (RRR)**

John A. A. Bellamy  
Executive Vice President and General Counsel  
Corporate Secretary  
Graceway Pharmaceuticals, LLC  
Corporate Headquarters  
340 Edgemont Avenue  
Bristol, Tennessee 37620

Re: Graceway Pharmaceuticals - January 24, 2012 Demand Letter

Dear Mr. Bellamy:

This shall confirm receipt of your correspondence (the “**Demand**”) dated January 24, 2012, in which Graceway Pharmaceuticals, LLC (“**Graceway**”) requests the return of two (2) transfers (the “**Transfers**”) made to this firm on or about September 6, 2011. According to the Demand, Graceway bases its request on §§ 547 and 550 of the United States Bankruptcy Code relating to preferences.

As you are no doubt aware, the Transfers were made in connection with legal services performed and expenses incurred by Edwards Wildman & Palmer LLP (“**EWP**”) in prosecuting and otherwise maintaining valuable patents and other intellectual properties which Graceway sold to Medicis Pharmaceutical Corporation (“**Medicis**”) on December 2, 2011.

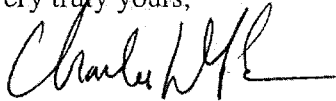
After consideration of the Demand, EWP has determined that it has several defenses to the alleged preference claims which it intends to vigorously pursue if so required. These defenses include, but are not necessarily limited to, (i) the fact that a substantial portion of EWP’s claim was secured under the Massachusetts attorneys’ lien law, and, therefore, to the extent of such secured claim, EWP did not receive more than it would have received in a chapter 7 proceeding had the Transfers not been made, (ii) the fact that a portion of the Transfers were not on account of antecedent debt, (iii) the fact that the Transfers are not preferences to the extent that EWP provided Graceway subsequent new value, and (iv) the fact that the Transfers include amounts which were and were intended to be a substantially contemporaneous exchange for new value.

**EDWARDS  
WILDMAN**

John A. A. Bellamy  
February 2, 2012  
Page 2

EWP is still analyzing this situation, the above defenses are in no way intended to be a complete recitation of the defenses available to EWP, and EWP reserves all of its rights and remedies in connection therewith. While EWP welcomes an opportunity to discuss an amicable resolution to this matter, it is also prepared to defend its rights. Assuming you are interested in such a dialog, I'll send you more detail on these defenses as they are finalized. If you aren't so interested, please advise.

Very truly yours,



Charles L. Glerum