

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stiefel Laboratories, Inc.		12/28/2006	CORPORATION:
Connetics Corporation		12/28/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas, as Collateral Agent
<b>Street Address:</b>	60 Wall Street, NYC60-0208
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 145**

Property Type	Number	Word Mark
Registration Number:	0246744	OILATUM
Registration Number:	0504015	OILATUM
Registration Number:	0622452	STIEFEL
Registration Number:	0687472	BRASIVOL
Registration Number:	0714338	POLYTAR
Registration Number:	0751015	S STIEFEL
Registration Number:	0751939	ZEASORB
Registration Number:	0762198	S STIEFEL
Registration Number:	0794350	SASTID
Registration Number:	0810956	SULFOXYL
Registration Number:	0818412	OILATUM
Registration Number:	0824606	
Registration Number:	0846422	ACNE-AID

CH \$3640.00 0246744

Registration Number:	0856894	STUDENT'S CHOICE
Registration Number:	0875015	DP
Registration Number:	0887277	
Registration Number:	0966901	PANOXYL
Registration Number:	1041609	LACTICARE
Registration Number:	1067555	SURFOL
Registration Number:	1196098	TINAMED
Registration Number:	1277492	SARNA
Registration Number:	1325344	SFC
Registration Number:	1434460	EPILYT
Registration Number:	1654019	STEADFAST
Registration Number:	1665399	BREVOXYL
Registration Number:	1721310	LACTICARE
Registration Number:	1888182	PEDISILK
Registration Number:	2031007	CAPSAGESIC
Registration Number:	2032450	CLINDOXYL
Registration Number:	2044519	SALITAR
Registration Number:	2074499	ALPHADX
Registration Number:	2112554	CLINDETS
Registration Number:	2135830	
Registration Number:	2186227	GP GLADES 1ST IN DERMATOLOGY 1ST IN SERVICE
Registration Number:	2199053	CUSOL
Registration Number:	2223060	CERATEX
Registration Number:	2236986	PRAMEQUIN
Registration Number:	2269048	STIEFEL
Registration Number:	2274583	
Registration Number:	2413978	ZETACET
Registration Number:	2419435	TUPICAL
Registration Number:	2468155	DERMAVITE
Registration Number:	2492970	CLOBEVATE
Registration Number:	2503669	GP
Registration Number:	2524245	GP GLADES
Registration Number:	2530701	WEBDERM
Registration Number:	2538456	TUPORAL
Registration Number:	2594527	ROSAC

Registration Number:	2641424	SARNA
Registration Number:	2655421	SOLUTIONS FOR YOUR SKIN
Registration Number:	2741491	DUAC
Registration Number:	2830378	IMPRUV
Registration Number:	2839726	SARNA
Registration Number:	2871306	DU IT DIFFERENTLY
Registration Number:	2884585	CLARIPEL
Registration Number:	2887353	NAVA-SC
Registration Number:	2904042	POLYTAR
Registration Number:	2956534	STIEFEL
Registration Number:	2985988	
Registration Number:	2987023	GLADES
Registration Number:	3088084	MYRAC
Registration Number:	3088769	MIMYX
Registration Number:	3092107	SASTID
Registration Number:	3110381	B+DRIER
Registration Number:	3145951	ROSAC CREAM WITH SUNSCREENS
Registration Number:	1422491	ZNP BAR
Registration Number:	1965883	RESPITE
Registration Number:	1497384	SORIATANE
Registration Number:	2202143	CONNETICS
Registration Number:	2365164	LUXIQ
Registration Number:	2500664	OLUX
Registration Number:	2526023	
Registration Number:	2601421	
Registration Number:	2674769	PSORIAMETER
Registration Number:	2730123	PSORIA-SENSE
Registration Number:	2785040	CONNECTING SCIENCE, SKIN AND LIVES
Registration Number:	2810937	THE ATYPICAL TOPICAL
Registration Number:	2826419	EXTINA
Registration Number:	2863650	VERSAFOAM
Registration Number:	2881359	SOLUX
Registration Number:	2886682	CONNETICS
Registration Number:	2912687	V
Registration Number:	2900522	C

Registration Number:	2947694	
Registration Number:	2947653	V VERSAFOAM
Registration Number:	2998123	EVOCLIN
Registration Number:	3114785	KINEA
Registration Number:	3142491	C
Serial Number:	78486722	ZYTOPIC
Serial Number:	74204300	ISOTREX
Serial Number:	74594616	LAC-12
Serial Number:	74626722	ERYCREAM
Serial Number:	75596654	MINDERM
Serial Number:	76033635	INTEGUCARE
Serial Number:	76298147	DOXID
Serial Number:	76298148	ROSETTA
Serial Number:	76358559	MINTABS
Serial Number:	76512116	NAVA-SC
Serial Number:	76534463	PEDURAL
Serial Number:	76570873	LACTIMAX
Serial Number:	76586997	SLI
Serial Number:	76587698	1ST IN DERMATOLOGY 1ST IN SERVICE
Serial Number:	78585257	SEBORAC
Serial Number:	78591543	G
Serial Number:	78591553	G
Serial Number:	78661858	SEBPREV
Serial Number:	78669119	SP STONEBRIDGE PHARMA
Serial Number:	78683419	TANOVEA
Serial Number:	78698634	ALL GAIN NO PAIN
Serial Number:	78768125	WAKE UP YOUR SKIN
Serial Number:	78909809	ZEVISTAT
Serial Number:	78945356	S STIEFEL PODIATRY
Serial Number:	76422576	PSORI-ASSESS
Serial Number:	76435318	PSORIA-SCOPE
Serial Number:	77003244	VERDESO
Serial Number:	78264034	DESILUX
Serial Number:	78318421	PSORIA-SENSE DIGEST
Serial Number:	78343120	

Serial Number:	78401254	
Serial Number:	78418536	
Serial Number:	78449865	DESTERA
Serial Number:	78449882	PRIMOLUX
Serial Number:	78449911	OLUXERA
Serial Number:	78461428	LUCLERE
Serial Number:	78462934	DUROLUX
Serial Number:	78791609	PEDIADERM
Serial Number:	78791836	PEDIADERM
Serial Number:	78810487	CORE
Serial Number:	78841684	MARVET
Serial Number:	78841693	PROLUXA
Serial Number:	78841700	DURILUX
Serial Number:	78841708	SURFLEX
Serial Number:	78841718	DELVERA
Serial Number:	78841743	EPX
Serial Number:	78905209	EPX TECHNOLOGY
Serial Number:	78905225	KIRLUX
Serial Number:	78905242	VERDESO
Serial Number:	78909492	ZERALUX
Serial Number:	78918729	VERSAFOAM-AF
Serial Number:	78918751	V VERSAFOAM-AF AQUEOUS FORMULATION
Serial Number:	78918769	VERSAFOAM-EF
Serial Number:	78918797	V VERSAFOAM-EF EMULSION FORMULATION
Serial Number:	78919396	VERSAFOAM-HF
Serial Number:	78919400	DELIVERED IN V VERSAFOAM-HF HYDROETHANOLIC FORMULATION
Serial Number:	78930211	CONNETICSCARE

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

02/05/2007

**Total Attachments: 9**

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## Second Lien Trademark Security Agreement

**Second Lien Trademark Security Agreement**, dated as of December 28, 2006, by STIEFEL LABORATORIES, INC. and CONNETICS CORPORATION (individually, each a "Pledgor", and collectively, the "Pledgors"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as second lien collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of each Pledgor:

(a) Trademarks of each Pledgor listed on Schedule I attached hereto (except for U.S. intent-to-use applications unless and until a Statement of Use or Amendment to Allege Use is accepted by the U.S. Patent and Trademark Office);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

-2-

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]



IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STIEFEL LABORATORIES, INC.

By: *Michael T. Cornelius*  
Name: MICHAEL T. CORNELIUS  
Title: CHIEF FINANCIAL OFFICER

CONNETICS CORPORATION

By: *Michael T. Cornelius*  
Name: MICHAEL T. CORNELIUS  
Title: ASSISTANT TREASURER

Trademark Security Agreement

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent

By: Carin Keegan  
Name: Carin Keegan  
Title: Vice President

By: Marguerite Sutton  
Name: Marguerite Sutton  
Title: Director

Second Lien Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTORS

STATE OF Georgia  
COUNTY OF Clayton ) ss.

On this 21 day of DECEMBER, 2006 before me personally appeared MICHAEL CORNELIUS and \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of the Grantors, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Ceryl A. Birdsong  
Notary Public

{seal}

Ceryl A. Birdsong  
Notary Public, Clayton County, Georgia  
My Commission Expires September 18, 2018

Trademark Security Agreement

-3-

**SCHEDULE I**  
to  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Stiefel Laboratories, Inc. Trademark Registrations:**

REGISTRATION NO.	CLASS	TRADEMARK
246.744		OILATUM
504.015		OILATUM (stylized)
622.452		STIEFEL & Design
687.472		BRASIVOL
714.338		POLYTAR
751.015		STIEFEL & Design
751.939		ZEASORB
762.198		STIEFEL & Design
794.350		SASTid (stylized)
810.956		SULFOXYL
818.412		OILATUM
824.606		NEOLATUM
846.422		ACNE-AID
856.894		STUDENTS CHOICE
875.015		DP (Stylized Letters)
887.277		ACNE-AID
966.901		PANOXYL
1.041.609		LactiCare (stylized)
1.067.555		SURFOL
1.196.098		TNAMED
1.277.492		SARNA
1.325.344		SFC
1.434.460		EPILYT
1.654.019		STEADFAST
1.665.399		BREVOXYL
1.721.310		LactiCare (stylized)
1.888.182		PEDISILK
2.031.007		CAPSAGESIC
2.032.450		CLINDOXYL
2.044.519		SALITAR (stylized)
2.074.499		ALPHADX
2.112.554		CLINDETS
2.135.830		HORSEHEAD design
2.186.227		GP GLADES and design
2.186.227		GP GLADES 1st IN DERMA- TOLOGY 1st IN SERVICE & Design
2.199.053		CUSOL
2.223.060		CAPSAGESIC
2.236.986		PRAMEQUIN
2.269.048		STIEFEL & Design
2.274.583		MISCELLANEOUS WAVE DESIGN FOR OILATUM AD
2.413.978		ZETACET

OFFICE	CLASS	MARK
Stiefel Laboratories	2.419.435	TUPICAL
Stiefel Laboratories	2.468.155	DERMAVITE
Stiefel Laboratories	2.492.970	CLOBEVATE
Stiefel Laboratories	2.503.669	GP 7 Diamond Design (Hse. Mark)
Stiefel Laboratories	2.524.245	GP GLADES & Design (Hse. Mark)
Stiefel Laboratories	2.530.701	WEBDERM
Stiefel Laboratories	2.538.456	TUPORAL
Stiefel Laboratories	2.594.527	ROSAC
Stiefel Laboratories	2.641.424	SARNA & Design
Stiefel Laboratories	2.655.421	SOLUTIONS FOR YOUR SKIN
Stiefel Laboratories	2.741.491	DUAC
Stiefel Laboratories	2.830.378	IMPRUV
Stiefel Laboratories	2.839.726	SARNA
Stiefel Laboratories	2.871.306	DU IT DIFFERENTLY
Stiefel Laboratories	2.884.585	CLARIPEL
Stiefel Laboratories	2.887.353	NAVA-SC
Stiefel Laboratories	2.904.042	POLYTAR
Stiefel Laboratories	2.956.534	STIEFEL (Word)
Stiefel Laboratories	2.985.988	Rosac Rose with Sunray Design
Stiefel Laboratories	2.987.023	GLADES
Stiefel Laboratories	3.088.084	MYRAC
Stiefel Laboratories	3.088.769	MIMYX
Stiefel Laboratories	3.092.107	SASTid
Stiefel Laboratories	3.110.381	B+DRIER
Stiefel Laboratories	3.145.951	Rosac Cream with Sunscreens & Design

**Stiefel Laboratories, Inc. Trademark Applications:**

Stiefel Laboratories	78.486.722	ZYTOPIC
Stiefel Laboratories	74.204.300	ISOTREX
Stiefel Laboratories	74.594.616	LAC-12
Stiefel Laboratories	74.626.722	ERYCREAM
Stiefel Laboratories	75.596.654	MINDERM
Stiefel Laboratories	76.033.635	INTEGUCARE (stylized)
Stiefel Laboratories	76.298.147	Doxyderm
Stiefel Laboratories	76.298.148	Rosetta
Stiefel Laboratories	76.358.559	MINTABS
Stiefel Laboratories	76.512.116	NAVA-SC
Stiefel Laboratories	76.534.463	PEDURAL
Stiefel Laboratories	76.570.873	LACTIMAX
Stiefel Laboratories	76.586.997	SLI
Stiefel Laboratories	76.587.698	1st in Dermatology 1st in Service
Stiefel Laboratories	78.585.257	SEBORAC
Stiefel Laboratories	78.591.543	G & Design

Stiefel Laboratories	78.591.553	G & Design
Stiefel Laboratories	78.661.858	SEBPREV
Stiefel Laboratories	78.669.119	SP STONEBRIDGE PHARMA & DESIGN
Stiefel Laboratories	78.683.419	TANOVEA
Stiefel Laboratories	78.698.634	ALL GAIN NO PAIN
Stiefel Laboratories	78.768.125	WAKE UP YOUR SKIN
Stiefel Laboratories	78.909.809	ZEVISTAT
Stiefel Laboratories	78.945.356	STIEFEL PODIATRY & De- sign

**Stiefel Laboratories, Inc. Trademark Applications Pending Renewal:**

ZNP Bar	1.422.491	Stiefel Laboratories, Inc.
RESPITE	1.965.883	Stiefel Laboratories, Inc.

**Connetics Corporation Trademark Registrations:**

Connetics Corporation	1.497.384	SORIATANE
Connetics Corporation	2.202.143	CONNETICS
Connetics Corporation	2.365.164	LUXIQ
Connetics Corporation	2.500.664	OLUX
Connetics Corporation	2.526.023	MISCELLANEOUS DESIGN (MOUSSE)
Connetics Corporation	2.601.421	MISCELLANEOUS DESIGN (MOUSSE)
Connetics Corporation	2.674.769	PSORIAMETER
Connetics Corporation	2.730.123	PSORIA-SENSE
Connetics Corporation	2.785.040	CONNECTING SCIENCE, SKIN AND L
Connetics Corporation	2.810.937	THE ATYPICAL TROPICAL
Connetics Corporation	2.826.419	EXTINA
Connetics Corporation	2.863.650	VERSAFOAM
Connetics Corporation	2.881.359	SOLUX
Connetics Corporation	2.886.682	CONNETICS
Connetics Corporation	2.912.687	MISCELLANEOUS DESIGN (V LOGO)
Connetics Corporation	2.900.522	MISCELLANEOUS DESIGN (C LOGO)
Connetics Corporation	2.947.694	MISCELLANEOUS DESIGN (C LOGO)
Connetics Corporation	2.947.653	V VERSAFOAM AND DE- SIGN
Connetics Corporation	2.998.123	EVOCLIN
Connetics Corporation	3.114.785	KINEA

OWNER	SERIAL NUMBER	MARK
Connetics Corporation	3.142.491	MISCELLANEOUS DESIGN (C LOGO)

**Connetics Corporation Trademark Applications:**

OWNER	SERIAL NUMBER	MARK
Connetics Corporation	76/422,576	PSORI-ASSESS
Connetics Corporation	76/435,318	PSORIA-SCOPE
Connetics Corporation	77/003,244	VERDESO and design
Connetics Corporation	78/264,034	DESILUX
Connetics Corporation	78/318,421	PSORIA-SENSE DIGEST
Connetics Corporation	78/343,120	FOAM DOLLOP DESIGN
Connetics Corporation	78/401,254	WISP DESIGN
Connetics Corporation	78/418,536	DESIGN MARK (ELLIPTICAL DOTS)
Connetics Corporation	78/449,865	DESTERA
Connetics Corporation	78/449,882	PRIMOLUX
Connetics Corporation	78/449,911	OLUXERA
Connetics Corporation	78/461,428	LUCLERE
Connetics Corporation	78/462,934	DUROLUX
Connetics Corporation	78/791,609	PEDIADERM
Connetics Corporation	78/791,836	PEDIADERM
Connetics Corporation	78/810,487	CORE
Connetics Corporation	78/841,684	MARVET
Connetics Corporation	78/841,693	PROLUXA
Connetics Corporation	78/841,700	DURILUX
Connetics Corporation	78/841,708	SURFLEX
Connetics Corporation	78/841,718	DELVERA
Connetics Corporation	78/841,743	EPX
Connetics Corporation	78/905,209	EPX TECHNOLOGY
Connetics Corporation	78/905,225	KIRLUX
Connetics Corporation	78/905,242	VERDESO
Connetics Corporation	78/909,492	ZERALUX
Connetics Corporation	78/918,729	VERSAFOAM-AF
Connetics Corporation	78/918,751	V VERSAFOAM-AF AQUEOUS FORMULATION
Connetics Corporation	78/918,769	VERSAFOAM-EF
Connetics Corporation	78/918,797	VERSAFOAM-EF EMULSION FORMULATION
Connetics Corporation	78/919,396	VERSAFOAM-HF
Connetics Corporation	78/919,400	DELIVERED IN V VERSAFOAM-HF HYDROETHANOLIC FORMULATION
Connetics Corporation	78/930,211	CONNETICSCARE