

10-14-1999



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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

MD
10-12-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (619) 515-9600

Name Kevin Siebert

Address (line 1) Zevnik Horton Guibord McGovern Palmer & Fognani, L.L.P.

Address (line 2) 101 W. Broadway, Suite 1750

Address (line 3) San Diego, CA 92101

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

7

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

08/362,100	08/362,055	08/666,978	4,816,449	5,468,730	
08/362,101	08/362,058		5,061,592		
08/362,097	08/384,263		5,110,795		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT EPO 335901 PCT PCT PCT PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 480.00

Method of Payment: Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kevin Siebert

Kevin C. Siebert

10/8/99

Name of Person Signing

Signature

Date

**FIRST AMENDMENT
TO
SECURITY AGREEMENT**

This First Amendment to Security Agreement (the "First Amendment") is dated effective as of May 7, 1999 by and among Cosmederm Technologies, Inc. a Delaware corporation ("Cosmederm"), Dura Pharmaceuticals, Inc., a Delaware corporation ("Dura"), and Akcess Acquisition Group LLC, a Delaware limited liability company ("Akcess").

WHEREAS, Cosmederm and Dura have previously entered into that certain Security Agreement dated March 31, 1998 (the "Original Agreement"), which granted to Dura a security interest in all of the personal property assets of Cosmederm as security for the prompt payment and performance of all obligations of Cosmederm under that certain Convertible Secured Promissory Note dated March 31, 1998 from Cosmederm to Dura in the principal amount of \$645,000.00 (the "Original Note").

WHEREAS, Cosmederm has executed a second Convertible Secured Promissory Note dated effective as of May 7, 1999 in the principal amount of \$390,000.00 in favor of Dura (together with the Original Note, the "Notes").

WHEREAS, concurrently herewith, Akcess and Dura are entering into that certain Note Purchase Agreement effective as of the date herewith, pursuant to which Dura shall sell, transfer and assign to Akcess all of its right, title and interest in and to the Notes and the Original Agreement, as amended as set forth herein.

WHEREAS, the parties hereto now desire to amend the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each signatory hereto, it is agreed as follows:

1. Schedule 1 of the Original Agreement (List of Investors) is amended in its entirety to read as follows:

<u>"Investor Name and Address</u>	<u>Principal Amount of Note</u>
Dura Pharmaceuticals, Inc. 7475 Lusk Boulevard San Diego, CA 92121	\$645,000.00 dated March 31, 1998
Dura Pharmaceuticals, Inc. 7475 Lusk Boulevard San Diego, CA 92121"	\$390,000.00 dated effective as of May 7, 1999

2. The parties hereto agree to the assignment from Dura to Akcess of all of the rights

and obligations of Dura under the Original Agreement, as amended by this First Amendment, including, without limitation, any and all security interests in the assets of Cosmederm created by the Original Agreement, as amended by this First Amendment, in favor of Dura.

3. Notices. All notices, requests, demands, directions and other communications provided for hereunder (a "Notice") must be in writing and must be sent via certified mail (return receipt requested), personally delivered or sent by overnight courier to the appropriate party at its, his or her respective address set forth below or, as to any party, at any other address as may be designated by it in a written notice sent to the other parties in accordance with this paragraph. If any Notice is given by mail it will be effective three (3) calendar days after being deposited in the mails with postage prepaid; if given by overnight mail, when delivered as evidenced by a receipt or if given by personal delivery, when delivered.

If to Cosmederm: Cosmederm Technologies, Inc.
 Attention: Gary S. Hahn, M.D.
 3252 Holiday Court
 La Jolla, California 92037
 Telephone: (619) 550-7070
 Facsimile: (619) 550-7075

If to Dura: Dura Pharmaceuticals, Inc.
 Attention: Vice President, Finance
 7475 Lusk Boulevard
 San Diego, California 92121
 Telephone: (858) 457-2553
 Facsimile: (858) 457-2555

with a required copy to: Dura Pharmaceuticals, Inc.
 Attention: General Counsel
 7475 Lusk Boulevard
 San Diego, California 92121
 Telephone: (858) 457-2553
 Facsimile: (858) 457-2555

If to Akcess: Akcess Acquisition Group LLC
 Attention: Joseph D. Pike
 4370 La Jolla Village Drive, Suite 960
 San Diego, California 92122
 Telephone: (619) 642-7515
 Facsimile: (619) 642-0322

with a required copy to: Zevnik Horton Guibord McGovern Palmer & Fognani, L.L.P.
Attention: Kenneth D. Polin, Esq.
101 West Broadway, 17th Floor
San Diego, California 92101
Telephone: (619) 515-9600
Facsimile: (619) 515-9628

4. All capitalized terms used in this First Amendment and not otherwise defined shall have the meaning assigned such term in the Original Agreement. Except as expressly amended hereby, all other terms and conditions of the Original Agreement shall remain in full force and effect.

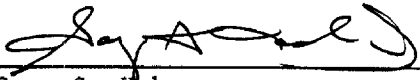
5. This First Amendment may be executed in one or more counterparts, all of which when fully-executed and delivered by all parties hereto and taken together shall constitute a single agreement, binding against each of the parties. To the maximum extent permitted by law or by any applicable governmental authority, any document may be signed and transmitted by facsimile with the same validity as if it were an ink-signed document. Each signatory below represents and warrants by his or her signature that he or she is duly authorized (on behalf of the respective entity for which such signatory has acted) to execute and deliver this instrument and any other document related to this transaction, thereby fully binding each such respective entity.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the date first written above.

Cosmederm

COSMEDERM TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: Gary S. Hahn
Title: President

Dura

DURA PHARMACEUTICALS, INC.,
a Delaware corporation

By: _____
Erle T. Mast, Vice President, Finance

Akcess

AKCESS ACQUISITION GROUP LLC,
a Delaware limited liability company

By: Akcess Pacific Group, LLC,
a California limited liability company

By: _____
Joseph D. Pike, Manager

[Signature Page to First Amendment to Security Agreement]

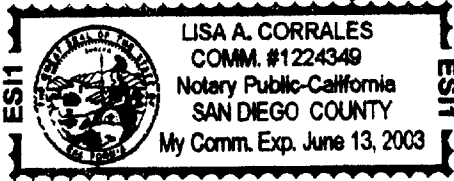
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ACKNOWLEDGMENT FOR SIGNATURE OF COSMEDERM

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On Sept. 28 1999, before me, LISA CORRALES, Notary Public, personally appeared GARY S. HAHN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Lisa A. Corrales
Signature

[SEAL]

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the date first written above.

Cosmederm

COSMEDERM TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Dura



DURA PHARMACEUTICALS, INC.,
a Delaware corporation

By: Erle T. Mast
Erle T. Mast, Vice President, Finance

Akcess

AKCESS ACQUISITION GROUP LLC,
a Delaware limited liability company

By: Akcess Pacific Group, LLC,
a California limited liability company

By: _____
Joseph D. Pike, Manager

[Signature Page to First Amendment to Security Agreement]

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ACKNOWLEDGMENT FOR SIGNATURE OF DURA

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

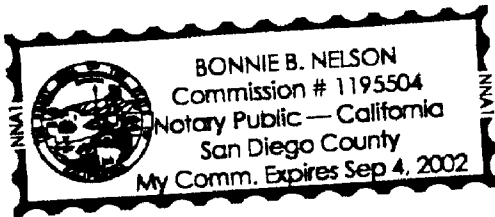
 SS

On Dec 7, 1999, before me Bonnie B. Nelson Notary Public, personally appeared Erle T. Mast, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Bonnie B. Nelson
Signature

[SEAL]



IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the date first written above.

Cosmederm

COSMEDERM TECHNOLOGIES, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Dura

DURA PHARMACEUTICALS, INC.,
a Delaware corporation

By: _____

Erle T. Mast, Vice President, Finance

Akcess

AKCESS ACQUISITION GROUP LLC,
a Delaware limited liability company

By: Akcess Pacific Group, LLC,
a California limited liability company

By:  _____

Joseph D. Pike, Manager

[Signature Page to First Amendment to Security Agreement]

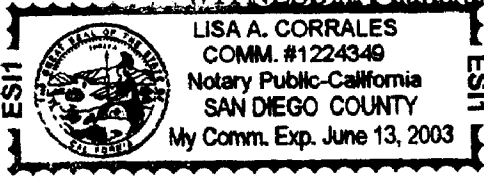
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ACKNOWLEDGMENT FOR SIGNATURE OF AKCESS

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On Sept. 27, 1999, before me, LISA CORRALES, Notary Public, personally appeared Joseph D. Pike, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Lisa A. Corrales
Signature

[SEAL]