

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sirius Laboratories, Inc.	10/09/2006
RECEIVING PARTY DATA	
Name:	DUSA Pharmaceuticals, Inc.
Street Address:	25 Upton Drive
City:	Wilmington
State/Country:	MASSACHUSETTS
Postal Code:	01887
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11331250
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	877888.20004
NAME OF SUBMITTER:	Todd A. Norton
Total Attachments: 3 source=dusa assignment#page1.tif source=dusa assignment#page2.tif source=dusa assignment#page3.tif	

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REEL: 018377 FRAME: 0019

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT ("Assignment") is made as of October ^{9th}, 2006 by Sirius Laboratories, Inc., an Illinois corporation, whose principal office is located at 100 Fairway Drive, Suite 130, Vernon Hills, Illinois (the "Assignor"), and DUSA Pharmaceuticals, Inc., a New Jersey corporation, whose principal office is located at 25 Upton Drive, Wilmington, Massachusetts (the "Assignee").

WHEREAS, the parties have entered into a Merger Agreement, dated as of December 30, 2005, as amended by the First Amendment to the Merger Agreement, dated February 6, 2006 (as amended, the "Merger Agreement"), by and among the Assignor, the Assignee and the Principal Shareholders, pursuant to which Sirius Laboratories, Inc. was merged with and into a wholly owned subsidiary of the Assignee (the "Merger"), with such subsidiary being the surviving entity of the Merger. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Merger Agreement.

WHEREAS, as part of the Merger, the Assignor has agreed to transfer and assign the Intellectual Property Rights to the Assignee and the parties have executed this Assignment for the purpose of confirming such transfer and assignment in a manner appropriate for recordation with the U.S. Patent and Trademark Office and other regulatory bodies;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor's rights, title, and interest in and to the Intellectual Property Rights as set forth on the attached EXHIBIT A hereto.

2. This Assignment shall allow the Assignee to file any applications applicable to the Intellectual Property Rights in its own name (but, in the case of patent applications, naming the proper inventor(s) as such) in all countries of the world (where permissible). For purposes of clarification, the rights assigned hereby include, without limitation, all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the Intellectual Property Rights.

3. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue to and in the name of the Assignee all U.S. patents and U.S. trademark registrations that may be granted within the Intellectual Property Rights, as applicable.

4. The Assignor agrees to execute any further lawful documents and take any other actions that the Assignee might consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the Intellectual Property Rights and to assist the Assignee in the registration, maintenance, perfection, and enforcement of any of the Intellectual Property Rights.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Assignor as of the day and year first above written.

SIRIUS LABORATORIES, INC.

By: Frank R. Pollard
Name: Frank R. Pollard

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On this the 9th day of October, 2006, before me, personally appeared Frank R. Pollard who, being by me duly sworn, did depose and say that he is the authorized representative of Sirius Laboratories, Inc., the corporation described in and which executed the above instrument, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as an authorized representative.

Maureen B. Farrell
Notary Public

My commission expires:

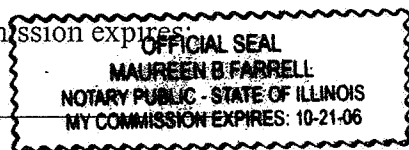


EXHIBIT A

Application Number

11/331,250