

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

First Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Stiefel Laboratories, Inc.	12/28/2006
Connetics Corporation	12/28/2006

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	7022332
Patent Number:	6699464
Patent Number:	6630158
Patent Number:	5895942
Patent Number:	5466446
Patent Number:	5455037
Patent Number:	5443819
Patent Number:	5433942
Patent Number:	5196448
Patent Number:	5166168
Patent Number:	5078993
Patent Number:	5017366
Patent Number:	4957747
Patent Number:	7070069

PATENT

500213638

REEL: 018806 FRAME: 0699

CH \$1640.00 7022332

Patent Number:	D502621
Patent Number:	D509689
Patent Number:	6211147
Patent Number:	6200953
Patent Number:	5811395
Patent Number:	5911997
Patent Number:	5753623
Application Number:	10698431
Application Number:	10791839
Application Number:	10937741
Application Number:	10445487
Application Number:	10617191
Application Number:	10787231
Application Number:	60772568
Application Number:	11238021
Application Number:	11340073
Application Number:	11493589
Application Number:	11089030
Application Number:	10791862
Application Number:	60363009
Application Number:	11428527
Application Number:	60442280
Application Number:	60447445
Application Number:	29176980
Application Number:	60654372
Application Number:	11356516
Application Number:	10949116

# 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

**PATENT**

**REEL: 018806 FRAME: 0700**

NAME OF SUBMITTER:

Matthew Mayer

**Total Attachments: 7**

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**PATENT**

**REEL: 018806 FRAME: 0701**

## **First Lien Patent Security Agreement**

**First Lien Patent 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 first lien collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### **WITNESSETH:**

WHEREAS, the Pledgors are party to a First 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 First Lien Patent 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 Patent 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) Patents of each Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Patent 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 Patents 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 First Lien Patent 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.

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 Patents under this First Lien Patent Security Agreement.


SECTION 5. Counterparts. This First Lien Patent 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 First Lien Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


IN WITNESS WHEREOF, the Pledgors have caused this Patent 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:   
Name: MICHAEL T. CORNELIUS  
Title: CHIEF FINANCIAL OFFICER

CONNETICS CORPORATION

By:   
Name: MICHAEL T. CORNELIUS  
Title: ASSISTANT TREASURER

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

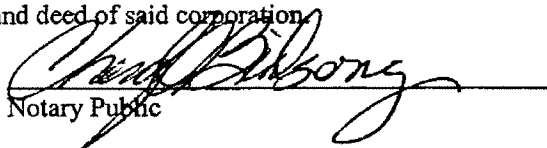
First Lien Patent Security Agreement

PATENT  
REEL: 018806 FRAME: 0705

ACKNOWLEDGMENT OF GRANTORS

STATE OF Georgia )  
COUNTY OF Clayton ) ss.

On this 21 day of DECEMBER, 2000, 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.

  
Notary Public

{seal}

**Cheryl A. Birdsong**  
Notary Public, Gwinnett County, Georgia  
My Commission Expires September 18, 2010

Patent Security Agreement

**PATENT**  
**REEL: 018806 FRAME: 0706**



## EXECUTION COPY

## SCHEDULE A

## FIRST LIEN PATENT SECURITY AGREEMENT

## I. Patents:

Stiefel Laboratories, Inc.

Registration Number (Publication Number)	Application Number	TITLE
US 2005/0095215	US 10/698,431	Formulation Patent
US 2005/0095261	US 10/791,839	Method of Use Patent
US 7,022,332	US 10/191,880	API Patent
US 6,699,464	US 10/208,279	Compositions for treatment of hyperpigmentation and methods for making and using such compositions
US 6,630,158	US 10/003,926	Dietary supplement composition and method for improving and maintaining healthy skin
US 5,895,942	US 09/051,471	Pseudocatalase activity
US 5,466,446	US 08/197,076	Topical compositions containing bensoyl peroxide and clindamycin and method of use thereof
US 5,455,037	US 08/350,661	Erythromycin cream
US 5,443,819	US 08/150,015	Composition and method of enhancing sun tanning
US 5,433,942	US 08/150,014	Composition and method of treating depigmentation disorders
US 5,196,448	US 07/643,219	Antiinflammatory compositions and method of use
US 5,166,168	US 07/705,663	Topical biotin compositions and method of use
US 5,078,993	US 07/451,881	Ointment pharmaceutical formulation
US 5,017,366	US 07/522,648	Pharmaceutical compositions
US 4,957,747	US 07/351,825	Method of treating aged skin
US 2005/0089485	US 10/937,741	Method of Use Patent
US 2004/0241099	US 10/445,487	Formulation Patent
US 2004/0043946	US 10/617,191	Formulation Patent
US 2004/0167223	US 10/787,231	Method of Use Patent

Stiefel Laboratories, Inc. Applications

Patent or Application Number	TITLE
US 60/772,568 (currently held in the name of the inventor)	Formulation Patent
US 11/238,021	Formulation Patent
US 11/340,073	n/a
US 95/000,143	API Patent
US 20060264505	

Patent or Application Number	TITLE
US 20060029657	
US 2004/0171561 (assignment from inventor to Stiefel Laboratories, Inc. submitted to USPTO on May 5, 2005))	Method of Use Patent

### Connetics Corporation

Registration Number (Publication Number)	Title
7,070,069 B2	Aerosol System Having Lockable Cap
D502621	Can Dispenser
D509,689 S	Can Dispenser
6,211,147	Method of promoting angiogenesis using relaxin
6,200,953	Relaxin analogs and derivatives compositions
5,811,395	Relaxin analogs and derivatives methods and uses thereof
5,911,997	Relaxin-like factor and methods and uses thereof
5,753,623	Method of treatment for depression

### Connetics Corporation Applications

Application Number	Title
60/363,009, incorporated into 10/198,804	Child Resistant Aerosol System
11/428,527	Aerosol System Having Lockable Cap
60/442,280	Clindamycin Phosphate Foam
60/447,445	Sunscreen Hydroethanolic Foam
29/176,980	Can Dispenser II
60/654,372 (PCT/US06/05547)	Acne Gel
11/356,516	Acne Gel
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