

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Medicis Pharmaceutical Corporation	12/03/2007
RECEIVING PARTY DATA	
Name:	Taro Pharmaceuticals U.S.A., Inc.
Street Address:	3 Skyline Drive
City:	Hawthorne
State/Country:	NEW YORK
Postal Code:	10532
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7189759
Patent Number:	6964776
Patent Number:	7025977
Patent Number:	6998130
CORRESPONDENCE DATA	
Fax Number:	(206)224-0779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(206)682-8100
Email:	efiling@cojk.com
Correspondent Name:	Daiva K. Tautvydas, Esq.
Address Line 1:	Christensen O'Connor Johnson Kindness
Address Line 2:	1420 Fifth Avenue, Suite 2800
Address Line 4:	Seattle, WASHINGTON 98101-2347
ATTORNEY DOCKET NUMBER:	MDPC-5-22712
NAME OF SUBMITTER:	Daiva K. Tautvydas

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PATENT  
REEL: 020261 FRAME: 0454

**Total Attachments: 4**

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**PATENT**

**REEL: 020261 FRAME: 0455**

## **ASSIGNMENT OF PATENTS**

**WHEREAS**, Medicis Pharmaceutical Corporation, a Delaware corporation, having its principal place of business at 8125 North Hayden Road, Scottsdale, AZ 85258 ("Medicis"), and Taro Pharmaceuticals U.S.A., Inc., a New York corporation, having its principal place of business at 3 Skyline Drive, Hawthorne, New York 10532 ("Taro," sometimes referred to herein individually as a "Party" and collectively with Medicis as the "Parties"), have entered into that certain License and Option Agreement dated as of July 29, 2004, as amended ("License and Option Agreement");

**WHEREAS**, pursuant to the License and Option Agreement, subject to Section 3.1(i) of the License and Option Agreement, Taro desires to acquire the entire right, title and interest in, to and under the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

**WHEREAS**, Medicis is the owner of the Patents; and

**WHEREAS**, pursuant to the terms of the License and Option Agreement, subject to Section 3.1(i) of the License and Option Agreement, Medicis has agreed to assign under this agreement ("Assignment") the Patents to Taro upon the Closing Date (as defined in the License and Option Agreement).

**NOW, THEREFORE**, for the good and valuable consideration, to it in hand paid by Taro, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to Section 3.1(i) of the License and Option Agreement, Medicis does hereby sell, assign, transfer and set over to Taro all of Medicis' right, title and interest in, to and under the Patents and the inventions covered thereby, together with all past, present, or future claims arising out of any infringement thereof, all such rights to be held and enjoyed by Taro, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Medicis if this Assignment had not been made.

This Assignment of Patents, dated as of December 3, 2007, may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same Assignment of Patents. A facsimile transmitted signature to this Assignment of Patents shall be deemed an acceptable written approval of each respective Party to the actions taken herein.

*[Signature page follows.]*

IN TESTIMONY WHEREOF, the parties hereto have executed this Assignment by its proper officers thereunto duly authorized.

**MEDICIS PHARMACEUTICAL  
CORPORATION, a Delaware corporation**

By: \_\_\_\_\_

Name: Mark A. Prygocki, Sr.

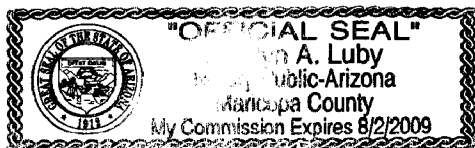
Title: Executive Vice President and CFO

State of Arizona )

County of Maricopa )

ss.

On this 3RD day of DECEMBER, 2007 before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.



(seal)

\_\_\_\_\_  
Notary Public,

Maricopa County, State of Arizona

My Commission Expires: 8/2/2009

**TARO PHARMACEUTICALS U.S.A., INC.,  
a New York corporation**

By: \_\_\_\_\_

Name: Thomas McClary

Title: Group Vice President and CFO

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007 before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public,

(seal)

\_\_\_\_\_ County, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN TESTIMONY WHEREOF, the parties hereto have executed this Assignment by its proper officers thereunto duly authorized.

**MEDICIS PHARMACEUTICAL  
CORPORATION, a Delaware corporation**

By: \_\_\_\_\_

Name: Mark A. Prygocki, Sr.  
Title: Executive Vice President and CFO

State of Arizona )  
County of Maricopa ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007 before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public,

(seal)

Maricopa County, State of Arizona  
My Commission Expires: \_\_\_\_\_

**TARO PHARMACEUTICALS U.S.A., INC.,  
a New York corporation**

By: Thomas E. McClary

Name: Thomas McClary  
Title: Group Vice President and CFO

State of New York )  
County of Westchester ) ss.

On this 3 day of December, 2007 before me personally appeared the foregoing individual, who executed the foregoing instrument and who acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Alexander I. Qossein  
Notary Public,

(seal)

**ALEXANDER I. QOSSEIN**  
Notary Public, State of New York  
Orange County  
Lic# 02CO4899276  
Commission Expires June 8, 2011

Orange County, State of New York  
My Commission Expires: June 8, 2011

## **EXHIBIT A**

### **PATENTS**

<b>Patent Title</b>	<b>Patent No.</b>
Compositions for the Treatment of Pigmentation Disorders and Methods for their Manufacturing	U.S. Pat. 7,189,759
Compositions for the Treatment of Pigmentation Disorders and Methods for their Manufacturing	U.S. Pat. 6,964,776
Compositions for the Treatment of Pigmentation Disorders and Methods for their Manufacturing	U.S. Pat. 7,025,977
Compositions for the Treatment of Pigmentation Disorders and Methods for their Manufacturing	U.S. Pat. 6,998,130
Compositions for the Treatment of Pigmentation Disorders and Methods for their Manufacturing	Canadian Patent Appl. No. 2,450,685