

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZARS Pharma, Inc.	05/03/2010
RECEIVING PARTY DATA	
Name:	Zions First National Bank
Street Address:	One South Main Street, Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	5919479
Patent Number:	6528086
PCT Number:	US1020255
Application Number:	12652502
Patent Number:	5658583
Patent Number:	6245347
Patent Number:	6306431
Patent Number:	6340472
Patent Number:	6453648
Patent Number:	6465006
Patent Number:	6546281
Patent Number:	6780426
Application Number:	12752384
PCT Number:	US1029580
Application Number:	61175181

501173165

PATENT
REEL: 024369 FRAME: 0046

CH \$640.00 5919479

Application Number:	61236221
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CORRESPONDENCE DATA

Fax Number: (801)799-5700

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

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Correspondent Name: Joanna L. Radmall

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ATTORNEY DOCKET NUMBER:	17173.0047
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NAME OF SUBMITTER:	Joanna L. Radmall
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Total Attachments: 16

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**AMENDED AND RESTATED SECURITY AGREEMENT
(Intellectual Property)**

This Amended and Restated Security Agreement (the "Restated Security Agreement") is made between ZARS Pharma, Inc., formerly ZARS, Inc. ("Borrower"), a Utah corporation, and Zions First National Bank ("Lender") pursuant to a Second Amendment to Loan Agreement between Lender and Borrower dated May 3, 2010, amending that certain Loan Agreement between Lender and Borrower dated June 28, 2007, as amended by that certain Amendment to Loan Agreement between Lender and Borrower dated January 30, 2009 (as amended, the "Loan Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Loan Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code which are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise. As used herein, the term:

"Collateral" means the collateral described in Section 2, Grant of Security Interest.

"Default Rate" means the default interest rate provided in the Promissory Notes.

"Flexicane" shall mean that certain topical cream product comprised of a lidocaine and tetracaine eutectic mixture with concentrations less than or equal to seven percent (7%) for each active drug ingredient, as described in IND 101,172.

"Liquidation Costs" means the reasonable costs and out of pocket expenses incurred by Lender in obtaining possession of any Collateral, in storage and preparation for sale, lease or other disposition of any Collateral, in the sale, lease, or other disposition of any or all of the Collateral, and/or otherwise incurred in foreclosing on any of the Collateral, including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising costs, (d) sale commissions, (e) sales tax and license fees, (f) costs for improving or repairing any of the Collateral, and (g) costs for preservation and protection of any of the Collateral.

"Patents" shall have the meaning set forth in Section 2, Grant of Security Interest.

"Permitted Encumbrances" means liens for taxes and assessments not yet due and payable or, if due and payable, those being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained, security interests and liens created by the Loan Documents, and security interests and liens authorized in writing by Lender.

"Pliaglis" shall mean that certain product known as Pliaglis™ (Lidocaine 7% and Tetracaine 7%), as described in FDA New Drug Application 21-717.

"Synera" means that certain product known as Synera[®] (lidocaine 70 mg/tetracaine 70 mg) topical patch, as described in FDA New Drug Application 21-623 and ZARS' proprietary topical patch, a local anesthetic formulation with an integrated, oxygen activated heating component, the active pharmaceutical component of which is a eutectic mixture of 70 mg Lidocaine and 70 mg Tetracaine, as initially approved by the Medical Products Agency in Sweden on April 4, 2005 under Article 10(1)(b) of Directive 2001/83/EC, as described in ASP Number 2005-0396 and MAA Number 22468.

"Trademarks" shall have the meaning set forth in Section 2, Grant of Security Interest.

"Uniform Commercial Code" means the Uniform Commercial Code as adopted now or in the future in the State of Utah.

2. Grant of Security Interest.

a. Patents. Borrower hereby grants to Lender a security interest in all right, title and interest of Borrower in and to the patent applications and patents listed on the Schedule of Patents hereto, which is incorporated herein by reference, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "Patents").

b. Trademarks. Borrower hereby grants to Lender a security interest in all right, title and interest of Borrower in and to the trademark applications and trademarks listed on the Schedule of Trademarks hereto, which is incorporated herein by reference, including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

The Patents and Trademarks are collectively referred to herein as the "Collateral".

Borrower and Lender acknowledge their mutual intentions that the security interests contemplated herein are given as a contemporaneous exchange for new value to Borrower, regardless of when advances to Borrower are actually made or when the Collateral is created or acquired.

Notwithstanding anything to the contrary contained herein or in the Loan Agreement, Lender agrees that the security interest granted herein and the exercise of Lender's rights and remedies with respect to the Collateral shall be subject to any rights Borrower has granted or may in the future grant with respect to, and shall not interfere with the creation, licenses, sale or other use of (so long as permitted under the Loan Documents), any of Borrower's products or other product candidates and/or the Collateral.

3. Debts Secured. The security interest granted by this Restated Security Agreement shall secure all of Borrower's present and future debts, obligations, and liabilities of whatever nature to Lender, including, without limitation, (a) the Promissory Note (Term Loan A) of

Borrower in favor of Lender dated June 28, 2007, in the original principal amount of eight million dollars (\$8,000,000.00), as amended and modified by that certain Note Modification and Allonge (Term Loan A) dated January 30, 2009, and that certain Second Note Modification Agreement and Allonge (Term Loan A) of even date herewith by and between Borrower and Lender, and all renewals, extensions, further modifications and replacements thereof (including any which increase the original principal amount), (b) the Promissory Note (Term Loan B) of Borrower in favor of Lender dated June 28, 2007, in the original principal amount of two million five hundred thousand dollars (\$2,500,000.00), as amended and modified by that certain Note Modification and Allonge (Term Loan B) dated January 30, 2009, and that certain Second Note Modification Agreement and Allonge (Term Loan A) of even date herewith by and between Borrower and Lender, and all renewals, extensions, further modifications and replacements thereof (including any which increase the original principal amount), (c) all obligations of Borrower arising from or relating to the Loan Documents, including, without limitation, this Restated Security Agreement, (d) advances of the same kind and quality or relating to this transaction, (e) transactions in which the documents evidencing the indebtedness refer to this grant of security interest as providing security therefor, and (f) all overdrafts on any account of Borrower maintained with Lender, now existing or hereafter arising.

Borrower and Lender expressly acknowledge their mutual intent that the security interests created by this Restated Security Agreement secure any and all present and future debts, obligations, and liabilities of Borrower to Lender without any limitation whatsoever.

4. Location of Borrower and Collateral. Borrower represents and warrants that:

a. Borrower is a corporation organized under the laws of the State of Delaware.

b. The complete and exact name of Borrower is ZARS Pharma, Inc.

c. The organizational identification number, if any, assigned to Borrower by Borrower's state of organization is 4352729.

d. During the five (5) years preceding the date of this Restated Security Agreement:

(i) Borrower has not been known by nor used any legal, fictitious or trade name, except ZARS, Inc.;

(ii) Borrower has not changed its name in any respect, except from ZARS, Inc., to ZARS Pharma, Inc.;

(iii) Borrower has not been the surviving entity of a merger or consolidation, except for the ZARS Pharma Merger; and

(iv) Borrower has not acquired all or substantially all of the assets of any person or entity, except for the ZARS Pharma Merger.

e. Borrower's chief executive office is located at 1142 West 2320 South, Salt Lake City, Utah 84119.

f. Borrower's place of business is located at 1142 West 2320 South, Salt Lake City, Utah 84119.

g. During the five (5) years preceding the date of this Restated Security Agreement, there has not been any change in any of the above locations, except for Borrower's move to and from 1455 West 2200 South, Suite 300, Salt Lake City, Utah 84119 to Borrower's current place of business.

Borrower agrees that it will not change its state of incorporation, any of the above locations, or create any new locations for such matters without giving Lender at least thirty (30) days prior written notice thereof.

5. Representations and Warranties Concerning Collateral. Borrower represents and warrants that:

a. Borrower is the sole owner of the Collateral.

b. The Collateral is not subject to any license, security interest, lien, assignment, or other encumbrance of any nature whatsoever except the Licenses identified on the attached Schedule of Intellectual Property Licenses or otherwise permitted hereunder, and Permitted Encumbrances.

c. The patents and trademarks set forth in the Schedules attached hereto accurately reflect, as of the date hereof, all of the patents and trademarks issued, applied for or pending concerning Borrower's Pliaglis, Flexicane, and Synera products.

d. All information set forth in the Schedules attached hereto is correct, accurate, and complete as of the date hereof.

e. To Borrower's knowledge, each of the Patents is valid and enforceable. No claim has been made in writing that the use of any of the Patents violates or may violate the rights of any person or entity. Borrower has used proper statutory notice in connection with all uses of the Patents.

f. To Borrower's knowledge, each of the Trademarks is valid and enforceable. No claim has been made that the use of any of the Trademarks violates or may violate the rights of any person or entity. Borrower has used proper statutory notice in connection with all uses of the Trademarks. Borrower has used consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

6. Covenants Concerning Collateral. Borrower covenants that:

a. Borrower will keep the Collateral free and clear of any and all security interests, liens, assignments or other encumbrances and licenses, except (i) the Licenses identified on the attached Schedule of Intellectual Property Licenses, (ii) Permitted

Encumbrances, and (iii) licenses entered into in the ordinary course of business provided that (a) all such licenses are obtained through bona fide arms-length negotiations, (b) no licensee is a principal, subsidiary, or affiliate of Borrower, and (c) Lender receives a copy of any such license prior to the execution thereof.

b. Borrower hereby authorizes Lender to file UCC Financing Statements concerning the Collateral. Borrower agrees to execute and deliver any documents (properly endorsed, if necessary) reasonably requested by Lender for perfection or enforcement of any security interest or lien, and to give good faith, diligent cooperation to Lender, and to perform such other acts reasonably requested by Lender for perfection and enforcement of any security interest or lien. Lender is authorized to file, record, or otherwise utilize such documents as it deems necessary to perfect and/or enforce any security interest or lien granted hereunder.

c. Borrower shall promptly advise Lender of any material change in the Collateral, any material claim concerning the Collateral, including without limitation, the development of any new Collateral or any modification to the Collateral, any claim of infringement, any claim challenging the validity or enforceability of any Collateral, and any other event which may have a material, adverse effect upon any of the Collateral and/or the rights and remedies of Lender concerning the Collateral.

7. Patent Provisions. Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently and to preserve and maintain all rights in the Patents, including, without limitation, payment of all maintenance fees. Any expenses incurred in connection with such actions shall be paid by Borrower. Borrower shall not abandon any right to file a patent application, any pending patent application, or any patent listed on the Schedule of Patents hereto without the written consent of Lender.

So long as no event of default has occurred under this Restated Security Agreement, Borrower shall have the right, with the consent of Lender, to bring suit in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability, to enforce the Patents and any licenses thereunder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 7.

8. Trademark Provisions. Borrower hereby grants Lender and its representatives the right to visit Borrower's offices, plants, and facilities to inspect products, materials, and quality control records relating to the Trademarks at reasonable times upon reasonable notice during regular business hours. Borrower shall do any and all acts necessary in its reasonable business judgment to insure consistent standards of quality in the manufacture of products and in providing services sold under the Trademarks.

Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently and to preserve and maintain all rights in the Trademarks, including, without limitation, filing declarations and renewals of registrations. Any expenses incurred in connection with such actions shall be paid by Borrower. Borrower shall not abandon any Trademark or application for registration of a Trademark listed on the Schedule of Trademarks hereto without the written consent of Lender.

So long as no event of default has occurred under this Security Agreement, Borrower shall have the right, with the written consent of Lender, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to protect or enforce the Trademarks, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject Lender to any risk of liability. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 8.

9. Right to Perform for Borrower. Lender may, in its sole discretion and without any duty to do so, elect to discharge taxes, tax liens, security interests, or any other encumbrance upon the Collateral, perform any duty or obligation of Borrower, pay filing, recording, insurance and other charges payable by Borrower, or provide insurance as provided herein if Borrower fails to do so. Any such payments advanced by Lender shall be repaid by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use, preserve, or protect the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any third person, provided, however, that such power may not be exercised prior to the occurrence and continuance of an event of default hereunder. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable so long as any obligations secured hereby are outstanding and unpaid.

10. Default. Time is of the essence of this Restated Security Agreement. The occurrence of any Event of Default under the Loan Agreement shall constitute a default under this Restated Security Agreement.

No course of dealing or any delay or failure to assert any default shall constitute a waiver of that default or of any prior or subsequent default.

11. Remedies. Upon the occurrence of an Event of Default, Lender shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Loan Documents:

a. Lender shall have all the rights and remedies available under the Uniform Commercial Code;

b. Lender shall have the right to enter upon any premises where the Collateral or records relating thereto may be and take possession of the Collateral and such records;

c. Upon request of Lender, Borrower shall, at the expense of Borrower, assemble the Collateral and records relating thereto at a place designated by Lender and tender the Collateral and such records to Lender;

d. Without notice to Borrower, Lender may obtain the appointment of a receiver of the business, property and assets of Borrower and Borrower hereby consents to the appointment of Lender or such person as Lender may designate as such receiver; and

e. Lender may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the Liquidation Costs, apply the remainder to pay, or to hold as a reserve against, the obligations secured by this Restated Security Agreement.

Borrower shall be liable for all deficiencies owing on any obligations secured by this Restated Security Agreement after liquidation of the Collateral. Lender shall not have any obligation to prepare any Collateral for sale, lease or other disposition.

Notwithstanding the foregoing or anything to the contrary contained in the Loan Documents, Lender agrees to forbear from selling, leasing, licensing, or otherwise disposing of any Collateral so long as (i) Borrower, within thirty (30) days after the occurrence of any such Event of Default presents a plan of sale or disposition of the Collateral to Lender, (ii) Lender, in its sole discretion, approves any such plan within thirty (30) days after Borrower presents such plan to Lender, and (iii) such plan of sale or disposition is completed and effectuated within ninety (90) days, or longer if approved by Lender in writing, after Lender's approval. Borrower hereby acknowledges and agrees that, notwithstanding the foregoing, (i) any notices of default, notices of sale, and other notices required to be given by statute may be given during any of the foregoing periods as if Lender had not agreed to forbear from selling, leasing, licensing, or otherwise disposing of any Collateral, except that no foreclosure or sale may take place prior to the expiration of the applicable foregoing period, and (ii) nothing contained herein shall prohibit Lender from exercising any default rights and remedies otherwise available in the Loan Documents, including, without limitation, commencing an action against Borrower or selling, leasing, licensing, or otherwise disposing of any other collateral securing Borrower's obligations to Lender.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which Lender might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

In the event of breach or default under the terms of this Restated Security Agreement, Borrower agrees to pay all costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by or on behalf of Lender in enforcing, or exercising any remedies under, this Restated Security Agreement, and any other rights and remedies. Additionally, Borrower agrees to pay all Liquidation Costs. Any and all such costs, expenses, and Liquidation Costs shall be

payable by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Regardless of any breach or default, Borrower agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving Borrower, the Collateral, or this Restated Security Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

12. Notices. All notices or demands by any party hereto shall be in writing and shall be sent as provided in the Loan Agreement.

13. Indemnification. Borrower shall indemnify Lender for any and all claims and liabilities, and for damages which may be awarded or incurred by Lender and for all reasonable attorneys fees, legal expenses, and other out-of-pocket expenses incurred in defending such claims, arising from or related in any manner to the negotiation, execution, or performance by Lender of this Restated Security Agreement, but excluding any claims and liabilities based upon breach or default by Lender under this Restated Security Agreement or upon the gross negligence or willful misconduct of Lender.

Lender shall have the sole and complete control of the defense of any such claims. Lender is hereby authorized to settle or otherwise compromise any such claims as Lender in good faith determines shall be in its best interests.

14. General. This Restated Security Agreement is made for the sole and exclusive benefit of Borrower and Lender and is not intended to benefit any third party. No such third party may claim any right or benefit or seek to enforce any term or provision of this Restated Security Agreement.

In recognition of Lender's right to have all its attorneys fees and expenses incurred in connection with this Restated Security Agreement secured by the Collateral, notwithstanding payment in full of the obligations secured by the Collateral, Lender shall not be required to release, reconvey, or terminate any security interest in the Collateral unless and until Borrower and all Guarantors have executed and delivered to Lender general releases in form and substance satisfactory to Lender.

Lender and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Borrower or any Guarantor for consequential damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Restated Security Agreement or the Collateral.

If the incurring of any debt by Borrower or the payment of any money or transfer of property to Lender by or on behalf of Borrower or any Guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Lender is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Lender's counsel is advised

to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Borrower and any guarantor, and each of them, and this Restated Security Agreement, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

This Restated Security Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Any provision of this Restated Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

All references in this Restated Security Agreement to the singular shall be deemed to include the plural if the context so requires and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.

All agreements, representations, warranties and covenants made by Borrower shall survive the execution and delivery of this Restated Security Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Lender contemplated by this Restated Security Agreement is outstanding and unpaid, notwithstanding any termination of this Restated Security Agreement. All agreements, representations, warranties and covenants in this Restated Security Agreement shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

This Restated Security Agreement amends, restates and replaces, in its entirety, that certain Security Agreement (Intellectual Property) dated January 30, 2009.

This Restated Security Agreement, together with the Loan Documents, constitute the entire agreement between Borrower and Lender as to the subject matter hereof and may not be altered or amended except by written agreement signed by Borrower and Lender. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

Dated: May 3, 2010.

Lender:

Zions First National Bank

By: Thomas C. Etzel
Name: Thomas C. Etzel
Title: Senior Vice President

Borrower:

ZARS Pharma, Inc.

By: Shirley Edwards
Nam: Shirley G. Edwards
Title: Chief Financial Officer

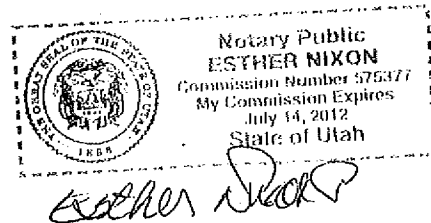
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of May 2010, personally appeared Shan G Edwards to me known personally, and who, being by me duly sworn, deposes and says that he/she is the Chief financial officer of ZARS Pharma, Inc., the Borrower in the foregoing Amended and Restated Security Agreement (Intellectual Property), and that said instrument was signed and sealed on behalf of said Borrower, and said Shan G. Edwards acknowledged said instrument to be the free act and deed of said Borrower.

My Commission Expires:
July 14, 2012

NOTARY PUBLIC
Residing at: 1000 W 3300 E #2087 Salt Lake City UTAH 84119



SCHEDULE OF PATENTS

PLIAGLIS AND FLEXICAINE

Patent Description	Country	Patent or Application No.	Status
Eutectic mixture of lidocaine+tetracaine>12%	US	U.S. 5,919,479	Issued
Peel forming formulation containing local anesthetic	US	U.S 6,528,086	Issued
Peel forming formulation containing local anesthetic	Canada	Canadian Patent App. No. 2,386,017	Pending
Peel forming formulation containing local anesthetic	China	Chinese Patent No. ZL 00813501.0	Issued
Peel forming formulation containing local anesthetic	China	Chinese Patent App. No. 200810003038.9	Pending
Peel forming formulation containing local anesthetic	Europe	European Pat. No. 1244401	Issued
Peel forming formulation containing local anesthetic	Europe	European Pat. App. No. 06014222.1	Pending
Peel forming formulation containing local anesthetic	Japan	Japanese Pat. App. No. 526122/2001	Pending
Peel forming formulation containing local anesthetic	Japan	Japanese Pat. App. No. 2006-316632	Pending
Peel forming formulation containing local anesthetic	Japan	Japanese Pat. App. No. 2007-140999	Pending
Drawn to Eutectic mixture of lidocaine+tetracaine	Canada	Canadian Pat. No. 2408585	Issued
Drawn to Eutectic mixture of lidocaine+tetracaine	China	Chinese Patent App. No. 2004010048845.4	Pending
Drawn to Eutectic mixture of lidocaine+tetracaine	Europe	European Pat. App. No. 96926140.3	Pending
Method of use in local anesthetic Peel treating Neuropathic Pain	PCT	PCT/US10/20255 (not yet nationalized into any countries)	Pending
Method of use in local anesthetic Peel treating Neuropathic Pain	U.S.	Application Number 12/652,502	Pending

SYNERA

Patent Description	Country	Patent or Application No.	Status
CHADD platform	U.S.	U.S. 5,658,583	Issued
Eutectic mixture of lidocaine+tetracaine>12%	U.S.	U.S. 5,919,479	Issued
Improving drug absorption with CHADD	U.S.	U.S. 6,245,347	Issued
CHADD capable of heating skin to a desired narrow temperature range for a desired length of time	U.S.	U.S. 6,306,431	Issued
Reducing drug onset time with CHADD	U.S.	U.S. 6,340,472	Issued
Method for manufacturing CHADD	U.S.	U.S. 6,453,648	Issued
Method for facilitating transdermal drug absorption using CHADD	U.S.	U.S. 6,465,006	Issued
Integrated CHADD-Drug combination	U.S.	U.S. 6,546,281	Issued
Method of reducing onset time of the effect using CHADD	U.S.	U.S. 6,780,426	Issued
CHADD platform	Europe	EP 00943313.7	Pending
Eutectic mixture of lidocaine+tetracaine>12%	Europe	European Pat. App. No. 96926140.3	Pending
Eutectic mixture of lidocaine+tetracaine>12%	Canada	Canadian Pat. No. 2228137	Issued
CHADD platform	Canada	Canadian Pat. No. 2408585	Issued
CHADD platform	China	Chinese Pat. No. ZL96197224.6	Issued
Eutectic mixture of lidocaine+tetracaine>12%	China	Chinese Pat. App. No. 2004010048845.4	Pending
Methods And Apparatus For Improved Administration Of Pharmaceutically Active Compounds	China	Chinese Pat. App. No. ZL 99813750.2	Issued
Apparatus & Methods for Improved Noninvasive Dermal Administration of Pharmaceuticals	Japan	Japanese Pat. No. 3547453	Issued
Methods and Apparatus for Improved Administration of Pharmaceutically Active Compounds	Canada	Canadian Pat. No. 2,345,492	Issued

SYNERA

Patent Description	Country	Patent or Application No.	Status
Methods And Apparatus For Improved Administration Of Pharmaceutically Active Compounds	Europe	European Pat. App. No. 99951669.3	Pending
Methods And Apparatus For Improved Administration Of Pharmaceutically Active Compounds	China	Chinese Pat. App. No. 200610090827.1	Pending
Methods for Treating Myofascial, Muscle, and Back Pain	U.S.	U.S. Patent Application No. 12/752,384	Pending
Methods for Treating Myofascial, Muscle, and Back Pain	PCT	PCT/US10/29580 (not yet nationalized into any countries)	Pending
Methods of Treating Pains Associated with Neuroma, Nerve Entrapment, and Other Conditions	U.S.	U.S. Provisional Application Serial No. 61/175,181	Pending
Methods of Treating Pain Associated with Complex Regional Pain Syndrome	U.S.	U.S. Provisional Application Serial No. 61/236,221	Pending

SCHEDULE OF TRADEMARKS

01508-24937.TM.B (US)	SYNERA and Design
01508-24937.TM.MX.C (Mexico)	SYNERA and Design
01508-24937.TM (US)	SYNERA
01508-24937.TM.ECT (Europe)	SYNERA
01508-24937.TM.AU (Australia)	SYNERA
01508-24937.TM.BR (Brazil)	SYNERA
01508-24937.TM.IN (India)	SYNERA
01508-24937.TM.JP (Japan)	SYNERA
01508-24937.TM.MX (Mexico)	SYNERA
01508-24937.TM.CH (Switzerland)	SYNERA
01508-24937.TM.MX.A (Mexico)	SYNERA and Design
01508-24937.TM.CA.C (Canada)	SYNERA
01508-24937.TM.CA.B (Canada)	SYNERA and Design

SCHEDULE OF INTELLECTUAL PROPERTY LICENSES

Title of License Agreement	Date	Licensee	Property Subject to License
Development and Commercialization Agreement	3/4/2008	Gladerma Pharma S.A.	Pliaglis, ZS-2001
Development and Commercialization Agreement	2/26/2007	Gladerma Pharma S.A.	Pliaglis, ZS-2001
License and Commercialization Agreement	3/24/2009	EuroCept International BV (i.o.)	Synera (Rapydan)