

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Security Agreement
-----------------------	--------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AXCAN PHARMA US, INC.		02/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tryon Street
Internal Address:	Agency Management NC1-001-15-14
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	bank:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2532206	SCANDISHAKE
Registration Number:	2214800	SCANDICAL
Registration Number:	1764007	SCANDIPHARM
Registration Number:	1765728	SCANDIPHARM
Registration Number:	1794089	SCANDI SHAKE
Registration Number:	1854418	ULTRASE

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.
 Address Line 1: 21 Tadcaster Circle
 Address Line 2: Attn: Penelope J.A. Agodoa
 Address Line 4: Waldorf, MARYLAND 20602

TRADEMARK

900100196

REEL: 003728 FRAME: 0283

OP \$165.00 2532206

ATTORNEY DOCKET NUMBER:	32999
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/28/2008
Total Attachments: 6 source=32999#page1.tif source=32999#page2.tif source=32999#page3.tif source=32999#page4.tif source=32999#page5.tif source=32999#page6.tif	

EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of February 25, 2008 between AXCAN PHARMA US, INC. (the "**Grantor**") and BANK OF AMERICA, N.A., as administrative agent for the Secured Parties.

Reference is made to the Pledge and Security Agreement dated as of February 25, 2008 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Holdings, the Parent Borrower, the Co-Borrower, certain other Subsidiaries of the Parent Borrower from time to time party thereto and the Administrative Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrowers are set forth in (i) the Credit Agreement dated as of February 25, 2008 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Parent Borrower, the Co-Borrower, Holdings, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto and (ii) the Senior Secured Notes Indenture. The Grantor is an affiliate of the Borrowers and will derive substantial benefits from the extension of credit to and the purchase of notes from the Borrowers pursuant to the Credit Agreement and the Senior Secured Notes Indenture, and is willing to execute and deliver this Agreement in order to induce the Lenders and the purchasers to extend such credit and provide such debt financing. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the

USPTO, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, including those listed on Schedule I hereto; and

(b) all goodwill connected with the use thereof and symbolized thereby (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law).

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing effecting or evidencing such termination or release with respect to the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. [Reserved.]

Section 6. Miscellaneous. The provisions of Article 6 of the Security Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AXCAN PHARMA US, INC.,
as the Grantor

By: 

Name: Steve Gannon

Title: Senior Vice President – Finance, Chief
Financial Officer and Treasurer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Mollie S. Canup
Name: Mollie S. Canup
Title: Vice President

Signature Page to Accan Pharma US, Inc. Trademark Security Agreement (Short-Form)

TRADEMARK
REEL: 003728 FRAME: 0289

Schedule I

Short Particulars of U.S. Trademark Collateral

Trademark or Service Mark	Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date
SCANDISHAKE	U.S.	76/292,132	July 30, 2001	2,532,206	January 22, 2002
SCANDICAL	U.S.	75/456,504	March 25, 1998	2,214,800	December 29, 1998
SCANDIPHARM	U.S.	74/275,599	May 15, 1992	1,764,007	April 13, 1993
SCANDIPHARM	U.S.	74/275,598	May 15, 1992	1,765,728	April 20, 1993
SCANDI SHAKE	U.S.	74/247,195	February 19, 1992	1,794,089	September 21, 1993
ULTRASE	U.S.	74/167,373	May 3, 1991	1,854,418	September 20, 1994