

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barrier Therapeutics, Inc.		09/08/2008	CORPORATION: DELAWARE

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
Entity Type:	Bank:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3369002	HELPS GET TO THE BOTTOM OF IT
Registration Number:	2744436	SOLAGÉ
Registration Number:	2672463	SOLAGÉ
Registration Number:	3098956	BARRIER THERAPEUTICS
Registration Number:	3288555	BARRIER THERAPEUTICS
Registration Number:	3289147	BARRIER THERAPEUTICS, INC.
Registration Number:	3412673	TURNING SCIENCE INTO PRACTICE
Registration Number:	3218835	VUSION
Registration Number:	3292228	XOLEGEL
Serial Number:	77464587	SOLAGÉ
Serial Number:	77464530	VUSION
Serial Number:	77464439	XOLEGEL
Serial Number:	77414820	XEBCORT
Serial Number:	77176629	XOLEGEL DUO

CH \$540.00 3369002

Serial Number:	77176622	XOLEX
Serial Number:	77035401	XOLEGEL
Serial Number:	78921183	HIVENYL
Serial Number:	78921174	RAMBAZOLE
Serial Number:	78905975	SEBIZA
Serial Number:	78905982	SEBEZA
Serial Number:	77480502	XOLEGEL COREPAK

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	720283
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	09/12/2008

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BARRIER THERAPEUTICS, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware Corporation

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 09/08/2008

2. Name and address of receiving party(ies)

Name: DEUTSCHE BANK TRUST COMPANY

Internal

Address: AMERICAS, as Collateral Agent

Street Address: 60 Wall Street, NYC60-0208

City: New York State: NY Zip: 10005

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 77/464,587 and
add'l numbers on attached Schedule I

B. Trademark Registration No.(s) 3,369,002 and
add'l numbers on attached Schedule I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Boris Belkin, Legal Assistant

Internal Address: _____

CAHILL GORDON & REINDEL LLP

Street Address: 80 PINE STREET

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: _____

21

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

BORIS BELKIN

Name of Person Signing

Boris Belkin
Signature

09/12/2008

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

First Lien Trademark Security Agreement Supplement

First Lien Trademark Security Agreement Supplement, dated as of September 8, 2008, by BARRIER THERAPEUTICS, INC. ("Pledgor"), 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 Pledgor is party to that certain Joinder Agreement of even date herewith delivered pursuant to a First Lien Security Agreement, dated as of December 28, 2006 (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 Pledgor is required to execute and deliver this First Lien Trademark Security Agreement Supplement;

NOW, THEREFORE, in consideration of the premises the Pledgor hereby agrees 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 Trademark Collateral. The 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 the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto (except for U.S. intent-to-use applications unless and until a Statement of Use or Amendment to Allege Use is accepted by the U.S. Patent and Trademark Office);
- (b) all Goodwill associated with such Trademarks; and
- (c) 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 Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement Supplement 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 Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this First Lien Trademark Security Agreement Supplement.

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

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BARRIER THERAPEUTICS, INC.

By: DGB
Name: Devin G. Buckley
Title: Vice President and Assistant Secretary

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,

as Collateral Agent

By: Carin Keegan
Name: **Carin Keegan**
Title: **Director**

By: Scotty Wildsey
Name: **Scotty Wildsey**
Title: **Director**

First Lien Trademark Security Agreement Supplement

TRADEMARK
REEL: 003852 FRAME: 0122

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)

) ss.

COUNTY OF Gwinnett

On this 8 day of September, 2008 before me personally appeared Devin G. Buckley proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of the Grantor, 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.

Rosalina M. Healy
Notary Public

{seal}



SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Barrier Therapeutics, Inc. Trademark Registrations:

TRADEMARK	REGISTRATION NUMBER	OWNER
HELPS GET TO THE BOTTOM OF IT	3,369,002	Barrier Therapeutics, Inc.
SOLAGE	2,744,436	Barrier Therapeutics, Inc.
SOLAGE	2,672,463	Barrier Therapeutics, Inc.
BARRIER THERAPEUTICS	3,098,956	Barrier Therapeutics, Inc.
BARRIER THERAPEUTICS and Design	3,288,555	Barrier Therapeutics, Inc.
BARRIER THERAPEUTICS and Design	3,289,147	Barrier Therapeutics, Inc.
TURNING SCIENCE INTO PRACTICE	3,412,673	Barrier Therapeutics, Inc.
VUSION	3,218,835	Barrier Therapeutics, Inc.
XOLEGEL	3,292,228	Barrier Therapeutics, Inc.

Barrier Therapeutics, Inc. Trademark Applications:

TRADEMARK	APPLICATION NUMBER	OWNER
SOLAGE and Design	77/464,587	Barrier Therapeutics, Inc.
VUSION	77/464,530	Barrier Therapeutics, Inc.
XOLEGEL and Design	77/464,439	Barrier Therapeutics, Inc.
XEBCORT	77/414,820	Barrier Therapeutics, Inc.
XOLEGEL DUO	77/176,629	Barrier Therapeutics, Inc.
XOLEX	77/176,622	Barrier Therapeutics, Inc.

TRADEMARK	APPLICATION NUMBER	OWNER
XOLEGEL and Design	77/035,401	Barrier Therapeutics, Inc.
HIVENYL	78/921,183	Barrier Therapeutics, Inc.
RAMBAZOLE	78/921,174	Barrier Therapeutics, Inc.
SEBIZA (will abandon)	78/905,975	Barrier Therapeutics, Inc.
SEBEZA (will abandon)	78/905,982	Barrier Therapeutics, Inc.
XOLEGEL COREPAK	77/480,502	Barrier Therapeutics, Inc.

First Lien Trademark Security Agreement Supplement