

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Obagi Medical Products, Inc.		11/21/2008	CORPORATION: DELAWARE
OMP, Inc.		11/21/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank, as Agent
<b>Street Address:</b>	M/C 4770, 75 E. Trimble Road
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95131
<b>Entity Type:</b>	Banking Association: TEXAS

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Serial Number:	77438895	SOLUCLENZ
Serial Number:	77432222	NU-DERM
Serial Number:	77417283	CLENZIDERM M.D. ACNE THERAPEUTIC SYSTEM
Serial Number:	77371707	PENETRATING THERAPEUTICS
Serial Number:	77371708	ELASTIDERM
Serial Number:	77368839	SOLUZYL TECHNOLOGY
Registration Number:	3479855	OBAGI P.R.O. SYSTEM PATIENT REFILLS ONLINE
Registration Number:	3479854	OBAGI P.R.O. SYSTEM PATIENT REFILLS ONLINE
Registration Number:	3475526	OBAGI DOLLARS
Serial Number:	77019814	THE MISSING PIECE OF THE ANTI-AGING PUZZLE
Serial Number:	77007945	OBAGI ELASTIDERM
Serial Number:	78972392	ELASTIDERM
Registration Number:	3410886	OBAGI CLENZIDERM

OP \$990.00 77438895

Serial Number:	78427142	THERAPEUTIC CASCADE
Registration Number:	3034565	COMPLEX 272
Registration Number:	3040339	PHOTOLUMINES
Registration Number:	2955085	OBAGI-C
Registration Number:	2786594	OBAGI
Registration Number:	2855926	OMP INC
Registration Number:	2838572	NU-DERM
Registration Number:	2838565	OBAGI
Registration Number:	2950469	BLUE PEEL
Registration Number:	2860612	LUMINATRIX
Registration Number:	2861156	LUMINATRIX
Registration Number:	2707942	PRODERM
Registration Number:	2564375	CFEFFECTIVES
Registration Number:	2569150	TOLEREEN
Registration Number:	2643677	OMP INC
Registration Number:	2302207	BLENDER
Registration Number:	2472716	ACTION
Registration Number:	2300062	SUNFADER
Registration Number:	2684171	OBAGI PROTOCOLS
Registration Number:	2450253	OBAGI
Registration Number:	2454186	
Registration Number:	2160756	OBAGI SKIN HEALTH
Registration Number:	2155170	OBAGI BLUE PEEL
Registration Number:	1958029	EXFODERM
Registration Number:	2155067	OBAGI NU-DERM
Registration Number:	2203028	OBAGI

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 734-761-3780  
Email: asujek@bodmanllp.com  
Correspondent Name: Angela Alvarez Sujek - Bodman LLP  
Address Line 1: 201 S. Division Street, Suite 400  
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER: 30397-1 OBAGI

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez subjek/
Date:	01/02/2009
<b>Total Attachments: 7</b> source=Obagi_Trademark Agreement#page1.tif source=Obagi_Trademark Agreement#page2.tif source=Obagi_Trademark Agreement#page3.tif source=Obagi_Trademark Agreement#page4.tif source=Obagi_Trademark Agreement#page5.tif source=Obagi_Trademark Agreement#page6.tif source=Obagi_Trademark Agreement#page7.tif	

**Intellectual Property Security Agreement**

**(Trademark)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of November 21, 2008, between the undersigned (individually each a "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

WHEREAS, pursuant to that certain Revolving Credit Agreement dated as of November 21, 2008 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Debtors, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Debtors and to provide for the issuance of Letters of Credit for the account of the Debtors jointly and severally, as provided therein; and

WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of November 21, 2008, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Debtors pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such

license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) provided that all Indebtedness is paid in full and no Lender has a commitment to lend to any Debtor, upon expiration or termination of the Credit Agreement, (b) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, or (c) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit

Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**OBAGI MEDICAL PRODUCTS, INC.**

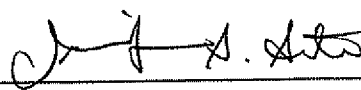
By:   
Name: Preston S. Romm  
Title: CFO and EVP Finance, Operations and Administration

**OMP, INC.**

By:   
Name: Preston S. Romm  
Title: CFO and EVP Finance, Operations and Administration

SECURED PARTY:

**COMERICA BANK, as Agent**

By:   
Name: Jennifer S. Seto  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK)]

*SCHEDULE 1.1*

TRADEMARK COLLATERAL

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
SOLUCLENZ	77/438895	n/a	4/3/08	n/a	OMP, Inc., a DE corp.
NU-DERM	77/432222	n/a	3/26/08	n/a	OMP, Inc., a DE corp.
CLENZIDERM M.D. ACNE THERAPEUTIC SYSTEM	77/417283	n/a	3/10/08	n/a	OMP, Inc., a DE corp.
PENETRATING THERAPEUTICS	77/371707	n/a	1/15/08	n/a	OMP, Inc., a DE corp.
ELASTIDERM	77/371708	n/a	1/15/08	n/a	OMP, Inc., a DE corp.
SOLUZYL TECHNOLOGY	77/368839	n/a	1/10/08	n/a	OMP, Inc., a DE corp.
OBAGI P.R.O. SYSTEM PATIENT REFILLS ONLINE (and Design)	77/348351	3,479,855	12/10/07	8/5/08	OMP, Inc., a DE corp.
OBAGI P.R.O. SYSTEM PATIENT REFILLS ONLINE	77/348340	3,479,854	12/10/07	8/5/08	OMP, Inc., a DE corp.
OBAGI DOLLARS (and Design)	77/334948	3,475,526	11/21/07	7/29/08	OMP, Inc., a DE corp.
THE MISSING PIECE OF THE ANTI-AGING PUZZLE	77/019814	n/a	10/12/06	n/a	OMP, Inc., a DE corp.
OBAGI ELASTIDERM	77/007945	n/a	9/26/06	n/a	OMP, Inc., a DE corp.
ELASTIDERM	78/972392	n/a	9/12/06	n/a	OMP, Inc., a DE corp.
OBAGI CLENZIDERM	78/910113	3,410,886	6/16/06	4/8/08	OMP, Inc., a DE corp.
THERAPEUTIC CASCADE	78/427142	n/a	5/28/04	n/a	OMP, Inc., a DE corp.



Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
COMPLEX 272	78/413974	3,034,565	5/6/04	12/27/05	OMP, Inc., a DE corp.
PHOTOLUMINES	78/413338	3,040,339	5/5/04	1/10/06	OMP, Inc., a DE corp.
OBAGI-C	78/413318	2,955,085	5/5/04	5/24/05	OMP, Inc., a DE corp.
OBAGI	78/201322	2,786,594	1/8/03	11/25/03	OMP, Inc., a DE corp.
OMP INC (and Design)	78/200919	2,855,926	1/7/03	6/22/04	OMP, Inc., a DE corp.
NU-DERM	78/200887	2,838,572	1/7/03	5/4/04	OMP, Inc., a DE corp.
OBAGI	78/198050	2,838,565	12/26/02	5/4/04	OMP, Inc., a DE corp.
BLUE PEEL	76/464317	2,950,469	10/29/02	5/10/05	OMP, Inc., a DE corp.
LUMINATRIX	76/201359	2,860,612	1/30/01	7/6/04	OMP, Inc., a DE corp.
LUMINATRIX	76/975211	2,861,156	1/30/01	7/6/04	OMP, Inc., a DE corp.
PRODERM	76/975174	2,707,942	12/22/00	4/15/03	OMP, Inc., a DE corp.
CEFFECTIVES	75/982024	2,564,375	4/14/00	4/23/02	OMP, Inc., a DE corp.
TOLEREEN	76/025767	2,569,150	4/14/00	5/14/02	OMP, Inc., a DE corp.
OMP INC (and Design)	75/982743	2,643,677	3/31/00	10/29/02	OMP, Inc., a DE corp.
BLENDER	75/615066	2,302,207	1/4/99	12/21/99	OMP, Inc., a DE corp.
ACTION	75/615067	2,472,716	1/4/99	7/31/01	OMP, Inc., a DE corp.
SUNFADER	75/615064	2,300,062	1/4/99	12/14/99	OMP, Inc., a DE corp.

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
OBAGI PROTOCOLS (and Design)	75/982661	2,684,171	12/22/98	2/4/03	OMP, Inc., a DE corp.
OBAGI (and Design)	75/979799	2,450,253	8/6/98	5/8/01	OMP, Inc., a DE corp.
(DESIGN ONLY)	75/980004	2,454,186	8/6/98	5/22/01	OMP, Inc., a DE corp.
OBAGI SKIN HEALTH	74/691165	2,160,756	6/20/95	5/26/98	OMP, Inc., a DE corp.
OBAGI BLUE PEEL	74/691164	2,155,170	6/20/95	5/5/98	OMP, Inc., a DE corp.
EXFODERM	74/660836	1,958,029	4/13/95	2/20/96	OMP, Inc., a DE corp.
OBAGI NU-DERM	74/442192	2,155,067	9/30/93	5/5/98	OMP, Inc., a DE corp.
OBAGI	74/442512	2,203,028	9/30/93	11/10/98	OMP, Inc., a DE corp.
OBAGI (stylized letters)	74/264964	2,114,897	4/13/92	11/25/97	OMP, Inc., a DE corp.

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RECORDED: 01/02/2009

TRADEMARK  
REEL: 003912 FRAME: 0391