

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 18, 2013

IMPRIMIS PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware

001-35814

45-0567010

(State or other jurisdiction
of incorporation)

(Commission File Number)

(IRS Employer Identification No.)

437 South Hwy 101, Suite 209
Solana Beach, CA

(Address of principal executive offices)

92075

(Zip Code)

Registrant's telephone number, including area code: **(858) 704-4040**

N/A

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

On February 18, 2013, Imprimis Pharmaceuticals, Inc. (the “Company”) entered into a Strategic Alliance Agreement (the “Agreement”) with Professional Compounding Centers of America, Inc. (“PCCA”).

Under the Agreement, PCCA has agreed that during the term of the Agreement, it will not introduce any of PCCA’s members or customers meeting certain criteria (the “Member/Customers”) to any third party whereby such third party licenses or otherwise acquires the intellectual property rights of such Member/Customer, without first presenting such an opportunity to the Company. PCCA may, but is not required to, present such opportunities to the Company, use reasonable efforts to facilitate an introductory meeting between the Member/Customer and the Company, and to further provide certain key technical assistance to a potential development project associated with the Member/Customer’s intellectual property rights. In the event the Company and a Member/Customer introduced to the Company by PCCA enter into a commercial agreement for the license or acquisition of the intellectual property rights owned by the Member/Customer, PCCA will be entitled to receive certain cash fees up to an aggregate of \$100,000, as well as a commission based on net sales, if any, generated by the Company as a result of the acquired intellectual property rights. The Agreement has a term of one year and is automatically extended for successive one year periods unless either party gives the other written notice of non-renewal.

One member of the Company’s Board of Directors, August Bassani, is Vice-President of Consulting, R&D and Formulations at PCCA. Mr. Bassani did not participate in negotiations related to the Agreement and does not have a material pecuniary interest in the transactions contemplated by the Agreement.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement. A copy of the Agreement is attached as an Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

[10.1](#) Strategic Alliance Agreement, dated February 18, 2013, by and between the Company and Professional Compounding Centers of America, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

IMPRIMIS PHARMACEUTICALS, INC.

February 21, 2013

By: /s/ Mark L. Baum

Mark L. Baum

Chief Executive Officer

STRATEGIC ALLIANCE AGREEMENT

THIS STRATEGIC ALLIANCE AGREEMENT (this "Agreement"), effective as of February 18, 2013, 2013 (the "Effective Date"), is entered into between IMPRIMIS PHARMACEUTICALS, INC., a Delaware corporation ("Imprimis"), having a place of business at 437 South Highway 101, Suite 209, Solana Beach, California 92075, and PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC., a Texas corporation ("PCCA"), having a place of business at 9901 South Wilcrest Drive, Houston, Texas 77099. The parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the terms set forth in this Section 1 shall have the respective meanings set forth below:

1.1 "Affiliate" shall mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person. A Person shall be regarded as in control of another Person if it owns, or directly or indirectly controls, more than fifty percent (50%) of the voting stock or other ownership interest of the other Person, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other Person by any means whatsoever.

1.2 "Commission" shall mean the commission calculated in accordance with Section 4.1.

1.3 "Cost of Goods Sold" shall mean, with respect to a Licensed Product, the cost to Imprimis and its Affiliates incurred or accrued in connection with (a) if (and only if) such Licensed Product is not manufactured by Imprimis, its successor or assignee, the production, inventory and supply of such Licensed Product, and (b) if (and only if) Imprimis co-promotes or co-markets such Licensed Product with any Third Party, the promotion, marketing, distribution and sale (including applicable sales commissions) of such Licensed Product.

1.4 "Development Recovery Amount" shall mean, with respect to any Licensed Product, the cost to Imprimis or its Affiliates incurred or accrued in connection with the research, development, production and regulatory approval of such Licensed Product.

1.5 "Identified Member/Customer" shall mean a Member/Customer designated as such in accordance with Section 3.2 and specifically listed on Exhibit A (as amended from time to time in accordance with Section 3.2).

1.6 "Licensed IP Rights" shall mean, with respect to a Licensor, those patent rights or other intellectual property rights of such Licensor that are licensed to Imprimis pursuant to a Successful Transaction.

1.7 "Licensed Product" shall mean, with respect to a Licensor, a product sold by Imprimis, its Sublicensee or their respective Affiliates which, if sold absent the license or other right, title or interest acquired in the applicable Licensed IP Rights pursuant to the applicable Successful Transaction, would infringe a Valid Claim of such Licensed IP Rights.

1.8 "Licensor" shall mean an Identified Member/Customer (or its Affiliate) with which Imprimis or its Affiliate has entered into a bona fide agreement to license, or otherwise acquire, any commercial right, title or interest in any patent rights or other intellectual property rights pursuant to a Successful Transaction.

1.9 "Member/Customer" shall mean any Third Party that (a) is engaged primarily in the business of a compounding pharmacy, the development or commercialization of cosmetics or the practice of medicine and, in each case, is not engaged in the business of drug discovery, development, manufacture and/or sale other than solely as a compounding pharmacy or medical practitioner, (b) is a bona fide member in good standing of PCCA, and (c) is a bona fide purchaser from PCCA of prescription drug formulation ingredients.

1.10 "Net Sales" shall mean, with respect to any Licensed Product, the gross sales price of such Licensed Product invoiced by Imprimis and its Affiliates to customers who are not Affiliates (or are Affiliates but are the end users of such Licensed Product) less (a) credits, allowances, discounts and rebates to, and chargebacks from the account of, such customers; (b) freight and insurance costs in transporting such Licensed Product; (c) cash, quantity and trade discounts, rebates and other price reductions for such Licensed Product; (d) sales, use, value-added and other direct taxes; (e) customs duties, tariffs, surcharges and other governmental charges incurred in exporting or importing such Licensed Product; (f) an allowance for uncollectible or bad debts determined in accordance with generally accepted accounting principles; and (g) Cost of Goods Sold. Notwithstanding the foregoing, if the applicable Licensor and Imprimis have mutually agreed to a different definition of "Net Sales" for purposes of calculating the royalties owing to such Licensor for a Licensed Product, then such different definition shall supersede the foregoing definition for purposes of calculating the royalties owing to PCCA for such Licensed Product under this Agreement to allow for a uniform calculation of royalties owing to such Licensor and PCCA with respect thereto.

1.11 “Net Receipts” shall mean, with respect to any Licensed Product, the aggregate of the Net Sales thereof and Net Sublicensing Revenues therefrom in excess of the Development Recovery Amount therefor.

1.12 “Net Sublicensing Revenues” shall mean, with respect to any Licensed Product, the aggregate cash consideration received by Imprimis or its Affiliates in consideration for the sublicense under the applicable Licensed IP Rights by Imprimis or its Affiliates to a Sublicensee with respect to such Licensed Product (excluding amounts received to reimburse Imprimis or its Affiliates for research, development or similar services conducted for such Licensed Product after signing the agreement with such Sublicensee, in reimbursement of patent or other out-of-pocket expenses relating to such Licensed Product, or in consideration for the purchase of any debt or securities of Imprimis or its Affiliates). Notwithstanding the foregoing, if the applicable Licensor and Imprimis have mutually agreed to a different definition of “Net Sublicensing Revenues” for purposes of calculating the royalties owing to such Licensor for a Licensed Product, then such different definition shall supersede the foregoing definition for purposes of calculating the royalties owing to PCCA for such Licensed Product under this Agreement to allow for a uniform calculation of royalties owing to such Licensor and PCCA with respect thereto.

1.13 “Person” shall mean an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

1.14 “Sublicensee” shall mean a Third Party to which Imprimis has granted a sublicense under Licensed IP Rights.

1.15 “Successful Transaction” shall mean, with respect to an Identified Member/Customer for which PCCA has facilitated a bona fide introductory meeting, on or before the sixty (60) day anniversary of the designation of such company as an Identified Member/Customer in accordance with Section 3.2, between Imprimis and such Identified Member/Customer regarding the applicable patent or other intellectual property rights for such Identified Member/Customer, Imprimis or its Affiliate and such Identified Member/Customer or its Affiliate enters into a bona fide written commercial agreement whereby Imprimis or its Affiliate licenses, or otherwise acquires, the right, title or interest in such patent rights or other intellectual property rights to develop, make, use, offer for sale, sell and import one or more Licensed Products (excluding any confidentiality, evaluation or similar agreement) on or before the one hundred eighty (180) day anniversary of the designation of such Identified Member/Customer in accordance with Section 3.2.

1.16 “Third Party” shall mean any Person other than PCCA, Imprimis and their respective Affiliates.

1.17 “Valid Claim” shall mean, with respect to any Licensor, a claim of an issued and unexpired patent included within the Licensed IP Rights of such Licensor, which has not been held permanently revoked, unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise.

2. REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants to the other party as follows:

2.1 Organization. Such party is a corporation duly organized, validly existing and in good standing under the laws of the state in which it is incorporated.

2.2 Authorization and Enforcement of Obligations. Such party (a) has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder, and (b) has taken all necessary corporate action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms.

2.3 Consents. All necessary consents, approvals and authorizations of all governmental authorities and other Persons required to be obtained by such party in connection with this Agreement have been obtained.

2.4 No Conflict. The execution and delivery of this Agreement and the performance of such party’s obligations hereunder (a) do not conflict with or violate any requirement of applicable laws or regulations, and (b) do not conflict with, or constitute a default under, any contractual obligation of it.

3. IDENTIFIED MEMBER/CUSTOMERS.

3.1 Potential Identified Member/Customers. During the term of this Agreement, if PCCA believes in good faith that a Member/Customer has patent rights or other intellectual property rights that Imprimis or its Affiliate may have an interest in licensing or otherwise acquiring, PCCA may present such opportunity to Imprimis.

3.2 Addition of Identified Member/Customers. As of the Effective Date, there is one Identified Member/Customer. After the Effective Date, with respect to any Member/Customer presented by PCCA to Imprimis in accordance with Section 3.1, if Imprimis desires, in its sole discretion, to accept an opportunity for a meeting with such specific Member/Customer regarding the patent rights or other intellectual property rights identified by PCCA, and gives PCCA specific written notice thereof, then (a) such specific Member/Customer shall be designated as an Identified Member/Customer, and (b) Imprimis shall amend Exhibit A accordingly.

3.3 Introductory Meeting. PCCA shall use commercially reasonable efforts to facilitate a bona fide introductory meeting, on or before the thirty (30) day anniversary of the designation of such Member/Customer as an Identified Member/Customer in accordance with Section 3.2, between Imprimis and such Identified Member/Customer regarding the potential license to, or acquisition by, Imprimis or its Affiliate of the patent rights or other intellectual property rights identified by PCCA.

3.4 Further Assistance. With respect to each Identified Member/Customer, PCCA additionally (a) shall provide such assistance as reasonably requested by Imprimis to facilitate meetings and negotiations with such Identified Member/Customer, and (b) shall provide such technical and related support and services relating to the subject technologies and formulations (including without limitation relating to chemistry, manufacturing and controls, raw materials sourcing, analytics and formulation optimization), as reasonably requested by Imprimis, and provide Imprimis with the results thereof.

3.5 Non-Circumvention.

3.5.1 During the term of this Agreement, PCCA shall not, directly or indirectly, introduce to any Third Party, or otherwise facilitate or enable any Third Party, the opportunity for such Third Party to enter into any agreement with, any Member/Customer whereby such Third Party or its Affiliate licenses, or otherwise acquires, the right, title or interest in such patent rights or other intellectual property rights of such Member/Customer unless PCCA has first presented such opportunity to Imprimis under Section 3.1.

3.5.2 For a period of one (1) year following the designation of a Member/Customer as an Identified Member/Customer in accordance with Section 3.2, neither Imprimis nor its Affiliate shall, directly or indirectly, enter into any agreement with such Member/Customer whereby Imprimis or its Affiliate licenses, or otherwise acquires, the right, title or interest in such patent rights or other intellectual property rights of such Member/Customer unless subject to the obligations to pay to PCCA a commission hereunder.

4. COMPENSATION.

4.1 PCCA Recovery Fee. Subject to the terms and conditions of this Agreement, in the event of a Successful Transaction with a Identified Member/Customer whereby such Identified Member/Customer becomes a Licensor, in consideration for PCCA's performance of its obligations under Section 3.4 with respect to such Identified Member/Customer, Imprimis shall pay to PCCA an amount equal to one hundred percent (100%) of the aggregate Net Receipts relating to the Licensed IP Rights of such Licensor, until Imprimis has paid to PCCA the aggregate amount of one hundred thousand dollars (\$100,000) under this Section 4.1.

4.2 PCCA Commission. Subject to the terms and conditions of this Agreement, in the event of a Successful Transaction with a Identified Member/Customer whereby such Identified Member/Customer becomes a Licensor, in consideration for the introduction made by PCCA to such Identified Member/Customer in accordance with Section 3.3 and subject to PCCA's performance of its obligations under Section 3.4 with respect to such Identified Member/Customer, after the payment in full of all the amounts owing under Section 4.1 relating to the Licensed IP Rights of such Licensor, Imprimis shall pay to PCCA a commission equal to (a)(i) six percent (6%), plus (ii) one-half of the positive remainder of (A) fifteen percent (15%), minus (B) the percentage owing to such Licensor of Net Receipts relating to the Licensed IP Rights of such Licensor, times (b) the Net Receipts relating to the Licensed IP Rights of such Licensor (unless otherwise mutually agreed by PCCA and Imprimis).

4.3 Third Party Royalties. If Imprimis, its Sublicensee or their respective Affiliates is required to pay royalties to any Third Party in order to exercise its rights to exploit any Licensed IP Rights or Licensed Products, then Imprimis shall have the right to credit fifty percent (50%) of such Third Party royalty payments against the Commissions owing to PCCA with respect to such Licensed IP Rights or Licensed Product; provided, however, that Imprimis shall not reduce the amount of the Commissions owing to PCCA by reason of this Section 4.3 with respect to such Licensed IP Rights or Licensed Product by more than fifty percent (50%).

4.4 Combination Products. If a Licensed Product consists of components that are covered by a Valid Claim and components that are not covered by a Valid Claim, then for purposes of the royalty payments under Section 4.1 for Net Receipts for such Licensed Product, prior to the royalty calculation set forth in Section 4.1, Net Receipts first shall be multiplied by the fraction $A/(A+B)$, where A is the value of the component covered by the Valid Claim as reasonably determined by Imprimis, and B is the value of the component that is not covered by the Valid Claim as reasonably determined by Imprimis, and such resulting amount shall be the "Net Receipts" for purposes of the royalty calculation in Section 4.1 for such Licensed Product.

4.5 Commission Reports. Within forty five (45) days after the end of each calendar quarter during the term of this Agreement following the first to occur of the First Commercial Sale of a Licensed Product and the receipt by Imprimis or its Affiliates of Net Sublicensing Revenues, Imprimis shall furnish to PCCA a quarterly written report showing in reasonably specific detail (a) the calculation of all Commissions owing to PCCA; (b) the withholding taxes, if any, required by law to be deducted with respect to such sales; and (c) the exchange rates, if any, used in determining the amount of United States dollars. With respect to amounts received or costs incurred in United States dollars, all amounts shall be expressed in United States dollars. With respect to amounts received or costs incurred in a currency other than United States dollars, all amounts shall be expressed both in the currency in which the amounts were received or costs were incurred and the United States dollar equivalent. The United States dollar equivalent shall be calculated using the average of the exchange rate (local currency per US\$1) published in The Wall Street Journal, Western Edition, under the heading "Currency Trading" on the last business day of each month during the applicable calendar quarter.

4.6 Audits.

4.6.1 Upon the written request of PCCA and not more than once in each calendar year, Imprimis shall permit an independent certified public accounting firm of nationally recognized standing selected by PCCA and reasonably acceptable to Imprimis, at PCCA's expense, to have access during normal business hours to such of the financial records of Imprimis as may be reasonably necessary to verify the accuracy of the payment reports hereunder for the eight (8) calendar quarters immediately prior to the date of such request (other than records for which PCCA has already conducted an audit under this Section 4.6).

4.6.2 If such accounting firm concludes that additional amounts were owed during the audited period, Imprimis shall pay such additional amounts within thirty (30) days after the date PCCA delivers to Imprimis such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by PCCA; provided, however, if the audit discloses that the commissions payable by Imprimis for such period are more than one hundred ten percent (110%) of the commissions actually paid for such period, then Imprimis shall pay the reasonable fees and expenses charged by such accounting firm.

4.6.3 PCCA shall cause its accounting firm to retain all financial information subject to review under this Section 4.6 in strict confidence; provided, however, that Imprimis shall have the right to require that such accounting firm, prior to conducting such audit, enter into an appropriate non-disclosure agreement with Imprimis regarding such financial information. The accounting firm shall disclose to PCCA only whether the reports are correct or not and the amount of any discrepancy. No other information shall be shared. PCCA shall treat all such financial information as Imprimis' confidential information.

4.7 Payment Terms. Commissions shown to have accrued by each report provided under Section 4.3 shall be due on the date such report is due. Payment of such commissions in whole or in part may be made in advance of such due date.

4.8 Exchange Control. If at any time legal restrictions prevent the prompt remittance of part or all Commissions with respect to any country where a Licensed Product is sold, then Imprimis shall have the right, in its sole discretion, to make such payments by depositing the amount thereof in local currency to PCCA's account in a bank or other depository institution in such country. If the commission rate specified in this Agreement should exceed the permissible rate established in any country, the commission rate for sales in such country shall be adjusted to the highest legally permissible or government-approved rate.

4.9 Withholding Taxes. Imprimis shall be entitled to deduct the amount of any withholding taxes, value-added taxes or other taxes, levies or charges with respect to such Commissions, other than United States taxes, payable by Imprimis or its Affiliates, or any taxes required to be withheld by Imprimis or its Affiliates, to the extent Imprimis or its Affiliates pay to the appropriate governmental authority on behalf of PCCA such taxes, levies or charges. Imprimis shall use reasonable efforts to minimize any such taxes, levies or charges required to be withheld on behalf of PCCA by Imprimis or its Affiliates. Imprimis promptly shall deliver to PCCA proof of payment of all such taxes, levies and other charges, together with copies of all communications from or with such governmental authority with respect thereto.

5. DILIGENCE.

Within ten (10) days after Imprimis receives any notice of breach or termination from a Licensor in accordance with the agreement relating to the applicable Licensed IP Rights, Imprimis shall give written notice thereof to PCCA, and in the event of the termination of such agreement, PCCA shall have the right to contact such Licensor and to acquire the rights in the applicable Licensed IP Rights.

6. AMENDED FREEDOM COVENANT.

Section 1.11 of the License Agreement dated as of August 30, 2012, between PCCA and Imprimis hereby is amended and restated to read in full as follows:

1.11 "Freedom Period" shall mean, with respect to a Product, the period commencing on the date of the first regulatory approval of such Product and ending on the eighteen (18) month anniversary thereof; provided, however, that the Freedom Period shall continue thereafter with respect to such Licensed Product unless and until (a) if there is at least one Third Party that has obtained an NDA, ANDA or its equivalent to sell a similarly delivered pharmaceutical product comprising the active pharmaceutical ingredient(s) therein, the applicable market share of such Product in such jurisdiction (as reasonably demonstrated by Imprimis) does not equal or exceed ten percent (10%) of the prescription drug sales for all similarly delivered products comprising the active pharmaceutical ingredient(s) therein, or (b) otherwise, the applicable market share of such Product in such jurisdiction (as reasonably demonstrated by Imprimis) does not equal or exceed fifty percent (50%) of the prescription drug sales for all similarly delivered products comprising the active pharmaceutical ingredient(s) therein, in each case as determined by a mutually acceptable industry data source for the preceding twelve (12) months for which data is then available.

7. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY), EVEN IF SUCH PARTY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

8. TERM AND TERMINATION.

8.1 Term. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided below, shall terminate on the first (1st) anniversary thereof; provided, however that the term automatically shall be extended for successive periods of one (1) year each, unless either party gives the other party written notice of non-renewal not less than thirty (30) days prior to the expiration of the then-current term or extension.

8.2 Termination by Mutual Agreement. The parties shall have the right to terminate this Agreement by mutual written agreement.

8.3 Termination upon Material Breach. If a party has materially breached this Agreement, and such material breach continues uncured for sixty (60) days after written notice of such material breach was provided by the non-breaching party to the breaching party, the non-breaching party shall have the right at its option to terminate this Agreement effective at the end of such sixty (60) day period; provided, however, if such breach is not capable of being cured within such sixty (60) day period and the breaching party is diligently undertaking to cure such breach as soon as commercially feasible thereafter under the circumstances, the non-breaching party shall have no right to terminate this Agreement.

8.4 Effect of Termination. Termination of this Agreement shall not relieve the parties of any obligation accruing prior to such termination, and the provisions of Sections 3.5.2, 4, 6, 7, 8.4 and 9.4 shall survive the termination of this Agreement.

9. MISCELLANEOUS.

9.1 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by a party to the other party shall be in writing, delivered by any lawful means to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor and (except as otherwise provided in this Agreement) shall be effective upon receipt by the addressee.

If to PCCA: Professional Compounding Centers of America, Inc.
9901 South Wilcrest Drive
Houston, Texas 77099
Attention: Marc DuPont, CPA

with a copy to: G. Walter Rockwell, P.C.
9301 Southwest Freeway, Suite 225
Houston, TX 77074

If to Imprimis: Imprimis Pharmaceuticals, Inc.
437 South Highway 101, Suite 209
Solana Beach, California 92075
Attention: Mark Baum, Chief Executive Officer

with a copy to: Morrison & Foerster LLP
12531 High Bluff Drive, Suite 100
San Diego, California 92130
Attention: Mark R. Wicker

9.2 Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles thereof.

9.4 Confidentiality. Except as otherwise required by applicable law, regulation, rule or judicial order, neither party shall not disclose any terms or conditions of this Agreement, or the financial information provided hereunder, to any Third Party without the prior consent of the other party.

9.5 Assignment. Neither party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that either party may, without such consent, assign this Agreement and its rights and obligations hereunder (a) to any Affiliate, or (b) in connection with the transfer or sale of all or substantially all of its business to which this Agreement relates, or in the event of its merger, consolidation, change of control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment, transfer or delegation in violation of this Section [9.5](#) shall be void.

9.6 Waivers and Amendments. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

9.7 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes any prior representations, understandings and agreements between the parties regarding the subject matter hereof. There are no representations, understandings or agreements, oral or written, between the parties regarding the subject matter hereof that are not fully expressed herein.

9.8 Severability. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the terms of this Agreement in any other jurisdiction.

9.9 Waiver. The waiver by either party hereto of any right hereunder or the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.

9.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly-authorized representatives as of the Effective Date.

IMPRIMIS PHARMACEUTICALS, INC.

Date

By: /s/ Mark L. Baum

Mark L. Baum
C.E.O.

PROFESSIONAL COMPOUNDING CENTERS OF AMERICA, INC.

Date

By: /s/ Marc Dupont

Marc Dupont
C.F.O.

EXHIBIT A

Identified Member/Customer

Subject Matter of IP Rights