FORM 10-K

BIOSPECIFICS TECHNOLOGIES CORP - BSTC

Filed: March 15, 2013 (period: December 31, 2012)

Annual report with a comprehensive overview of the company

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

FORM 10-K

(Mark One)
☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2012

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File Number: **001-34236**

BIOSPECIFICS TECHNOLOGIES CORP.

(Exact name of registrant as specified in its charter)

Delaware	**11-3054851**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
35 Wilbur Street, Lynbrook, NY	**11563**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **516.593.7000**

Securities registered under Section 12(b) of the Exchange Act:

Title of each class	Name of each exchange on which registered
Common Stock	**The Nasdaq Global Market**

Securities registered under Section 12(g) of the Exchange Act: **NONE**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐Yes ☑No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act.

☐Yes ☑No

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

☑Yes ☐No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☑

Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐Yes ☑No

The aggregate market value of voting and non-voting common stock held by non-affiliates of the Registrant as of June 30, 2012, the last business day of the registrant's most recently completed second fiscal quarter, was approximately $93.0 million.

Note – If a determination as to whether a particular person or entity is an affiliate cannot be made without involving unreasonable effort and expense, the aggregate market value of the common stock held by non-affiliates may be calculated on the basis of assumptions reasonable under the circumstances, provided that the assumptions are set forth in this Form.

The number of shares outstanding of the registrant's common stock as of March 1, 2013 is 6,354,649.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement for its 2013 Annual Meeting of Stockholders scheduled to be held on June 19, 2013, which is expected to be filed with the Securities and Exchange Commission not later than 120 days after the end of the registrant's fiscal year ended December 31, 2012, are incorporated by reference into Part III of this annual report on Form 10-K. With the exception of the portions of the registrant's definitive proxy statement for its 2013 Annual Meeting of Stockholders that are expressly incorporated by reference into this annual report on Form 10-K, such proxy statement shall not be deemed filed as part of this annual report on Form 10-K .

TABLE OF CONTENTS

Introductory Comments – Terminology

Throughout this annual report on Form 10-K (this "Report"), the terms "BioSpecifics," "Company," "we," "our," and "us" refer to BioSpecifics Technologies Corp. and its subsidiary, Advance Biofactures Corporation ("ABC-NY").

Introductory Comments – Forward-Looking Statements

This Report includes "forward-looking statements" within the meaning of, and made pursuant to the safe harbor provisions of, the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact, including statements regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans and objectives of management, expected revenue growth, and the assumptions underlying or relating to such statements, are "forward-looking statements". The forward-looking statements in this Report include statements concerning, among other things, the timing of the review and potential approval by the FDA of XIAFLEX as a treatment for Peyronie's disease; the potential of XIAFLEX for the treatment of Peyronie's disease to become a breakthrough treatment; the development progress of various indications; the expectation of XIAFLEX to be the first and only biologic therapy indicated for the treatment of Peyronie's disease; the timing of reporting top-line data from BioSpecifics' phase II clinical trial of XIAFLEX for the treatment of human lipoma; the timing of completing enrollment for BioSpecifics' phase II trial for the treatment of canine lipoma; the timing of making XIAFLEX available in Canada as a treatment for Dupuytren's contracture; the timing of results from Auxilium's clinical trials for Dupuytren's contracture (release of year 5 recurrence data and release of top-line data for multi-cord study) and frozen shoulder; the potential for Auxilium to seek from the FDA a XIAFLEX label expansion for the concurrent treatment of multiple palpable cords in adult Dupuytren's contracture patients; the timing for Auxilium to initiate a phase II trial of XIAFLEX as a treatment for cellulite; the timing for Auxilium to initiate a phase II trial of XIAFLEX as a treatment for frozen shoulder; the potential market for XIAFLEX as a treatment for various indications; the expected life of patents; the expected marketing exclusivity for XIAFLEX for Dupuytren's contracture in Europe; the assignment to Smith & Nephew plc of our agreement with DFB Biotech, Inc. and its affiliates; and the timing for receiving the final earn-out payments under our agreement with DFB Biotech, Inc. and its affiliates. In some cases, these statements can be identified by forward-looking words such as "believe," "expect," "anticipate," "plan," "estimate," "likely," "may," "will," "could," "continue," "project," "predict," "goal," the negative or plural of these words, and other similar expressions. These forward-looking statements are predictions based on BioSpecifics' current expectations and its projections about future events. There are a number of important factors that could cause BioSpecifics' actual results to differ materially from those indicated by such forward-looking statements, including the timing of regulatory filings and action; the ability of BioSpecifics' partner, Auxilium Pharmaceuticals, Inc., and its partners, Asahi Kasei Pharma Corporation and Actelion Pharmaceuticals Ltd., to achieve their objectives for XIAFLEX in their applicable territories; the market for XIAFLEX in, and initiation and outcome of clinical trials for, additional indications including frozen shoulder, cellulite, human lipoma and canine lipoma, all of which will determine the amount of milestone, royalty and sublicense income BioSpecifics may receive; the potential of XIAFLEX to be used in additional indications; the timing of results of any clinical trials; the receipt of any applicable milestone payments from Auxilium Pharmaceuticals, Inc.; whether royalty payments BioSpecifics is entitled to receive will exceed set-offs; and other risk factors set forth in Part I, Item 1A of this Report under the heading "Risk Factors". All forward-looking statements included in this Report are made as of the date hereof, and we assume no obligation to update these forward-looking statements.

PART I

Item 1. DESCRIPTION OF BUSINESS.

Overview

We are a biopharmaceutical company involved in the development of an injectable collagenase for multiple indications. We have a development and license agreement with Auxilium Pharmaceuticals, Inc. ("Auxilium") for injectable collagenase (which Auxilium has named XIAFLEX ® (collagenase clostridium histolyticum)) for clinical indications in Dupuytren's contracture, Peyronie's disease, frozen shoulder (*adhesive capsulitis*) and cellulite (*edematous fibrosclerotic panniculopathy*). Auxilium has an option to acquire additional indications that we may pursue, including human and canine lipoma. Auxilium is currently selling XIAFLEX in the U.S. for the treatment of Dupuytren's contracture. Auxilium has an agreement with Pfizer, Inc. ("Pfizer") pursuant to which Pfizer has marketing rights for XIAPEX ® (the EU trade name for collagenase clostridium histolyticum) for Dupuytren's contracture and Peyronie's disease in Europe and certain Eurasian countries until April 24, 2013. In addition, Auxilium has an agreement with Asahi Kasei Pharma Corporation ("Asahi") pursuant to which Asahi has the right to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Japan. Auxilium also has an agreement with Actelion Pharmaceuticals Ltd. ("Actelion") pursuant to which Actelion has the right to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Canada, Australia, Brazil and Mexico. Auxilium has been granted a Notice of Compliance (approval) by Health Canada for XIAFLEX for the treatment of Dupuytren's contracture in adults with a palpable cord in Canada.

Operational Highlights

Peyronie's Disease. In December 2012, the U.S. Food and Drug Administration ("FDA") accepted for filing Auxilium's supplemental Biologics License Application ("sBLA") for XIAFLEX for the potential treatment of Peyronie's disease. As a result, we recognized a $1 .0 million milestone payment from Auxilium. The filing was granted standard review status and, under the Prescription Drug User Fee Act ("PDUFA"), the FDA is expected to take action on the application by September 6, 2013. Auxilium has reported that the FDA is not planning on holding an Advisory Committee meeting for the use of XIAFLEX in the treatment of Peyronie's disease, but cautions that it can offer no assurance that the FDA will not require an Advisory Committee meeting in the future. The sBLA was based on results from Auxilium's phase III clinical program that assessed XIAFLEX for the potential treatment of Peyronie's disease and is known as IMPRESS (The Investigation for Maximal Peyronie's Reduction Efficacy and Safety Studies) . The Journal of Urology has electronically published on its website the uncorrected proof of Auxilium's IMPRESS clinical program. In announcing this publication, Auxilium's Chief Executive Officer and President, Adrian Adams, noted that "We believe that XIAFLEX, if approved for the treatment of Peyronie's Disease, has the clinical profile to become a potential breakthrough treatment . . . With its current indication in Dupuytren's contracture, positive clinical results in Peyronie's disease, and development ongoing in Frozen Shoulder syndrome and Cellulite, [XIAFLEX] represents a pipeline in a product with potential applications in multiple therapeutic areas that currently have limited treatment options."

Cellulite. Auxilium expanded the field of its license for injectable collagenase to include the potential treatment of adult patients with cellulite by exercising, in January 2013, its exclusive option under our development and license agreement. As a result of this exercise, we received a license fee payment of $500,000 from Auxilium. We paid a portion of this payment to the Research Foundation of the State University of New York at Stony Brook pursuant to the terms of our in-licensing agreement described below in the "In-Licensing and Royalty Agreements" section under the heading "Cellulite". Auxilium's exercise of this option follows its fourth quarter 2012 announcement of top-line 30-day data from the phase Ib study of XIAFLEX for the potential treatment of adult patients with cellulite, in which all doses of XIAFLEX were generally well-tolerated. These data support the progression into a phase IIa clinical trial in cellulite, which Auxilium plans to initiate in the second half of 2013.

Frozen Shoulder. Auxilium completed enrollment in its frozen shoulder phase IIa clinical trial in the third quarter of 2012. Auxilium expects top-line data from this XIAFLEX study in the first quarter of 2013 . Auxilium anticipates initiating a phase II clinical trial of frozen shoulder in the second half of 2013.

Dupuytren's Contracture.

- Auxilium and Actelion announced in the beginning of the third quarter of 2012 that Auxilium was granted a Notice of Compliance (approval) by Health Canada for XIAFLEX for the treatment of Dupuytren's contracture in adults with a palpable cord in Canada. Under the terms of the collaboration agreement between Actelion and Auxilium, Actelion is to receive exclusive rights to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Canada, Australia, Brazil and Mexico upon receipt of the respective regulatory approvals. Pursuant to this agreement, Auxilium intends to transfer regulatory sponsorship of the dossier to Actelion , and Actelion will be primarily responsible for the applicable regulatory and commercialization activities for XIAFLEX in Canada and, upon approval, in the remainder of these countries. Actelion expects to make XIAFLEX available to patients in Canada in the first half of 2013 .

- Also in the third quarter, Auxilium announced positive top-line data from its open-label phase IIIb trial evaluating XIAFLEX for the treatment of adult Dupuytren's contracture patients with multiple palpable cords. Auxilium enrolled 60 patients at eight sites throughout the U.S. and Australia. Following the announcement of these data, Auxilium began a larger study with XIAFLEX for the concurrent treatment of multiple palpable cords that, if successful, may allow Auxilium to seek FDA approval of the expansion of the Dupuytren's label. Auxilium expects top-line results in the first half of 2014. Based on research by SDI Health, LLC estimating that 35 to 40% of annual Dupuytren's surgeries in the U.S. are performed to treat two or more cords concurrently, Auxilium is conducting these studies to seek a multicord indication for XIAFLEX from the FDA. It is hoped that more surgeons will perform the XIAFLEX injection in these cases, rather than surgery, if the FDA approves the label expansion.

- Auxilium completed enrollment in its Dupuytren's contracture retreatment phase IV clinical trials in the third quarter of 2012 and expects top-line results from these trials in the fourth quarter of 2013.

Lipoma. We initiated two clinical trials in the second quarter of 2012. One is a 14 patient, single center dose escalation phase II clinical trial of XIAFLEX for the treatment of human lipoma. The other is a placebo controlled randomized phase II trial, Chien-804, to evaluate the efficacy of XIAFLEX for canines with benign subcutaneous lipomas.

Research and Development of Injectable Collagenase for Multiple Indications

On June 3, 2004, we entered into, and later amended, a development and license agreement with Auxilium pursuant to which we granted to Auxilium an exclusive worldwide license to develop, market and sell products containing our injectable collagenase for the treatment of Dupuytren's contracture, Peyronie's disease, frozen shoulder and cellulite, as well as an exclusive option to develop and license the technology for use in additional indications other than dermal formulations labeled for topical administration. We have amended and restated that agreement twice, once on December 11, 2008 in connection with the Development, Commercialization and Supply Agreement, dated December 17, 2008 between an Auxilium subsidiary and Pfizer, and more recently on August 31, 2011 (the "Auxilium Agreement"). The Auxilium Agreement and other licensing agreements are discussed more fully throughout this Item 1, in particular under the section titled "Licensing and Marketing Agreements."

Background on Collagenase

Collagenase is the only protease that can hydrolyze the triple helical region of collagen under physiological conditions. The specific substrate collagen comprises approximately one-third of the total protein in mammalian organisms, and it is the main constituent of skin, tendon, and cartilage, as well as the organic component of teeth and bone. The body relies on endogenous collagenase production to remove dead tissue, and collagenase production is an essential biological mechanism, which regulates matrix remodeling and the normal turnover of tissue. The *Clostridial* collagenase produced by us has a broad specificity towards all types of collagen and is acknowledged as much more efficient than mammalian collagenases. *Clostridial* collagenase cleaves the collagen molecule at multiple sites along the triple helix whereas the mammalian collagenase is only able to cleave the molecule at a single site along the triple helix.

Collagenase is widely used for cell dispersion for tissue disassociation and cell culture because it does not damage the cell membrane. Since the main component of scar tissue is collagen, collagenase has been used in a variety of clinical investigations to remove scar tissue without surgery. Histological and biochemical studies have shown that the tissue responsible for the deformities associated with Dupuytren's contracture and Peyronie's disease is primarily composed of collagen. Surgical removal of scar tissue has the potential to result in complications including increased scar formation. Due to the highly specific nature of the *Clostridial* collagenase enzyme, we consider its use to be more desirable for the removal of unwanted tissue than the application of general proteolytic enzymes. Treatment with injectable collagenase for removal of excessive scar tissue represents a first in class non-invasive approach to this unmet medical need. The lead indications involving our injectable collagenase are Dupuytren's contracture, Peyronie's disease, frozen shoulder, cellulite, human lipoma and canine lipoma. New clinical indications involving the therapeutic application of *Clostridial* collagenase to supplement the body's own natural enzymes are continuously being proposed to us by specialists in the medical community.

Collagenase for Treatment of Dupuytren's Contracture

Dupuytren's contracture is a deforming condition of the hand in which one or more fingers contract toward the palm, often resulting in physical disability. The onset of Dupuytren's contracture is characterized by the formation of nodules in the palm that are composed primarily of collagen. As the disease progresses, the collagen nodules begin to form a cord causing the patient's finger(s) to contract, making it impossible to open the hand fully. Patients often complain about the inability to wash their hands, wear gloves, or grasp some objects. Dupuytren's contracture has a genetic basis and is most prevalent in individuals of northern European ancestry. Well-known individuals with Dupuytren's contracture include President Ronald Reagan, President George Bush, and Prime Minister Margaret Thatcher.

XIAFLEX is the only drug approved by the FDA for the treatment of Dupuytren's contracture. Prior to FDA approval of XIAFLEX, the only proven treatment for Dupuytren's contracture was surgery. Recurrence rates after surgery can be as high as 30% the first two years after surgery and 55% within ten years of surgery. According to Auxilium in its Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") on February 26, 2013 (the "Auxilium 10-K"), "[s]ince its launch in the first quarter of 2010, XIAFLEX use has grown, comprising 29% of Dupuytren's procedures in the third quarter of 2012, while, over that same time period, the percentage of Dupuytren's procedures performed by surgery and needle aponeurotomy has decreased".

Commercialization of XIAFLEX for Dupuytren's Contracture in the United States

Auxilium has been marketing XIAFLEX for the treatment of adult Dupuytren's contracture patients with a palpable cord since it became available by prescription in March 2010, following Auxilium's receipt of marketing approval from the FDA. The prescribing information for XIAFLEX made available by Auxilium lists "tendon rupture or other serious injury to the injected extremity," as well as "pulley rupture, ligament injury, complex regional pain syndrome, and sensory abnormality of the hand," as reported serious adverse reactions to XIAFLEX. The prescribing information for XIAFLEX also states that the most frequently reported adverse drug reactions in XIAFLEX clinical trials included swelling of the injected hand, contusion, injection site reaction, injection site hemorrhage, and pain in the treated extremity. The prescribing information notes that adverse reaction rates observed in clinical trials of a drug may not reflect those observed in practice because such trials "are conducted under widely varying conditions." As a condition of its approval of XIAFLEX, the FDA required a risk evaluation and mitigation strategy ("REMS") program for XIAFLEX, which consists of a communication plan and a medication guide. This REMS program is designed (1) to evaluate and mitigate known and potential risks and serious adverse events; (2) to inform healthcare providers about how to properly inject XIAFLEX and perform finger extension procedures; and (3) to inform patients about the serious risks associated with XIAFLEX.

On September 5, 2012, Auxilium announced a safety update following 30 months of post-approval use in the U.S. of XIAFLEX for the treatment of adult Dupuytren's contracture patients with a palpable cord. As reported by Auxilium, after approximately 27,000 injections were administered to approximately 21,000 patients in the U.S., there was no clinically meaningful change in the nature of events expected relative to the clinical trial safety profile. Auxilium's estimates of the number of adverse events are based upon voluntary reporting and reflect all information available to Auxilium from February 2, 2010 thru July 31, 2012 for the use of XIAFLEX in adult patients with Dupuytren's contracture with a palpable cord in the U.S.

According to Auxilium, research by SDI Health, LLC estimates that 35 to 40% of annual Dupuytren's surgeries in the U.S. are performed to treat two or more cords concurrently, and Auxilium is conducting studies to seek a multicord indication for XIAFLEX from the FDA. In July 2012, Auxilium announced positive top-line data from the open-label phase IIIb clinical trial designed to assess the safety and efficacy of concurrent administration of two injections of XIAFLEX into the same hand of adult Dupuytren's contracture patients with multiple palpable cords. In this study, 60 patients at eight sites throughout the U.S. and Australia received two concurrent injections of 0.58 mg of XIAFLEX per affected hand and efficacy was based on a single injection per contracted joint. At 30 days, 60% of all joints, 76% of metacarpophalangeal (MP) and 33% proximal interphalangeal joints achieved clinical success (defined as joint correction to 0 to 5 degrees) following this single injection when two 0.58 mg doses of XIAFLEX were administered concurrently into the same hand. Later in the third quarter of 2012, Auxilium initiated a larger study with XIAFLEX for the concurrent treatment of multiple palpable cords that, if successful, may allow Auxilium to seek FDA approval and expansion of the Dupuytren's label.

Status of Regulatory Approval of XIAFLEX for Dupuytren's Contracture in Europe

Pfizer has marketing rights for XIAPEX for Dupuytren's contracture and Peyronie's disease in Europe and certain Eurasian countries until April 24, 2013 when, by mutual agreement, Auxilium's collaboration agreement with Pfizer will conclude. After April 24, 2013, rights to commercialize XIAPEX and responsibility for regulatory activities for XIAPEX in these countries will revert to Auxilium. Auxilium has reported that it is currently evaluating strategic options for the continuing commercialization of XIAPEX for the treatment of Dupuytren's contracture and for gaining approval for XIAPEX for the treatment of Peyronie's disease in the EU and other specified markets when the rights revert to Auxilium.

Status of Regulatory Approval of XIAFLEX for Dupuytren's Contracture in Canada

Auxilium and its partner, Actelion, announced on July 9, 2012 that Health Canada granted a Notice of Compliance (approval) for XIAFLEX as a treatment for Dupuytren's contracture for adult patients with a palpable cord in Canada. As a result of this approval, Auxilium received a $0.5 million regulatory milestone payment from Actelion, of which we received $28,500, or 5.7%. We are also entitled to 5.7% of all future milestone payments paid to Auxilium by Actelion. Under the terms of the collaboration agreement between Actelion and Auxilium, Actelion received exclusive rights to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Canada, Australia, Brazil and Mexico upon receipt of the respective regulatory approvals. Pursuant to this collaboration agreement, Auxilium intends to transfer regulatory sponsorship of the dossier to Actelion and Actelion will be primarily responsible for the applicable regulatory and commercialization activities for XIAFLEX in Canada and, upon approval, in the remainder of these countries. Actelion expects to make XIAFLEX available to patients in Canada in the first half of 2013.

Collagenase for Treatment of Peyronie's Disease

Peyronie's disease is characterized by the presence of a collagen plaque on the shaft of the penis, which can distort an erection and make intercourse difficult or impossible in advanced cases. In some mild cases, the plaque can resolve spontaneously without medical intervention. In severe cases, the penis can be bent at a 90-degree angle during erection. Significant psychological distress has been noted in patients with Peyronie's disease who are sexually active. Frequent patient complaints include increased pain, painful erections, palpable plaque, penile deformity, and erectile dysfunction. Patients with Peyronie's disease have been reported to have an increased likelihood of having Dupuytren's contracture, frozen shoulder, plantar fibromatosis, knuckle pads, hypertension and diabetes. Peyronie's disease typically affects males in the range of 40-70 years. The cause of Peyronie's disease is unknown, although some investigators have proposed that it may be due to trauma or an autoimmune component. A number of researchers have suggested that the incidence of Peyronie's disease has increased due to the use of erectile dysfunction drugs. Although the estimated prevalence of Peyronie's disease in adult men has been reported to be approximately 5% (See Bella A. Peyronie's Disease J Sex Med 2007; 4:1527-1538), the disease is thought to be underdiagnosed and undertreated. (See L.A. Levine Peyronie's Disease: A Guide to Clinical Management. Humana Press: 10-17, 2007). According to Auxilium, based on U.S. historical medical claims data, it is estimated that between 65,000 and 120,000 patients are diagnosed with Peyronie's disease every year, but only 5,000 to 6,500 Peyronie's disease patients are treated with injectables or surgery annually.

Currently, there are no FDA approved pharmaceutical products that are labeled as effective for use in Peyronie's disease. If approved by the FDA, XIAFLEX is expected to be the first and only biologic therapy indicated for the treatment of Peyronie's disease.

Development Status

As announced by Auxilium on December 27, 2012, the FDA has accepted for filing and granted standard review status to Auxilium's sBLA for XIAFLEX for the potential treatment of Peyronie's disease. Under PDUFA, the FDA is expected to take action on the application by September 6, 2013. Auxilium has reported that the FDA is not planning on holding an Advisory Committee meeting for the use of XIAFLEX in the treatment of Peyronie's disease, but cautions that it can offer no assurance that the FDA will not require an Advisory Committee meeting in the future.

Auxilium's sBLA submission for XIAFLEX as a potential treatment for Peyronie's disease is based on data from Auxilium's IMPRESS (The Investigation for Maximal Peyronie's Reduction Efficacy and Safety Studies) phase III clinical program and other controlled and uncontrolled clinical studies, in which over 1,000 Peyronie's disease patients were enrolled and received over 7,400 injections of XIAFLEX. IMPRESS is described in more detail below. The uncorrected proof of the IMPRESS clinical program has been electronically published on The Journal of Urology's website, and the manuscript is currently scheduled to appear in print in the July 2013 print version of The Journal of Urology.

Phase III

On June 4, 2012, we announced positive top-line results from the IMPRESS phase III clinical program of XIAFLEX for the treatment of Peyronie's disease, which was conducted by Auxilium. IMPRESS consists of the following four clinical studies:

- two identical randomized, double-blind, placebo-controlled phase III studies, which enrolled over 800 patients combined at 64 sites in the U.S. and Australia in less than five months, with a 2:1 ratio of XIAFLEX to placebo;
- one open label study, which enrolled at least 250 patients, at approximately 30 sites in the U.S., EU and New Zealand; and
- one pharmacokinetic study, which enrolled approximately 20 patients who were then enrolled into the open label study.

XIAFLEX was administered two times a week every six weeks for up to four treatment cycles (2 x 4). Each treatment cycle was followed by a penile modeling procedure. Patients were followed for 52 weeks post-first injection in the double-blind studies and were followed for 36 weeks in the open label and pharmacokinetic trials. The trials' co-primary endpoints are percent improvement from baseline in penile curvature deformity compared to placebo and the change from baseline (improvement) in the Peyronie's disease bother domain of the PDQ compared to placebo. The PDQ also has two additional domains as secondary endpoints, which include severity of psychological and physical symptoms of Peyronie's disease, and penile pain. Safety measurements include adverse event monitoring and clinical labs. Immunogenicity testing was also performed.

As described by Auxilium in the Auxilium 10-K, "In the two phase III double-blind placebo-controlled IMPRESS studies, [XIAFLEX] demonstrated statistically significant improvement in the co-primary endpoints of improvement in penile curvature deformity and improvement in patient-reported bother versus placebo. In IMPRESS I at 52 weeks, the co-primary endpoints met statistical significance with a 37.6% mean reduction in penile curvature deformity for [XIAFLEX] subjects (p=0.0005) and a 3.3 point improvement in the Peyronie's Disease Questionnaire (PDQ) bother domain for [XIAFLEX] subjects (p=0.0451). In IMPRESS II at 52 weeks, the co-primary endpoints met statistical significance with a 30.5% mean improvement in penile curvature deformity for [XIAFLEX] subjects (p=0.0059) and a 2.4 point improvement in the PDQ bother domain for [XIAFLEX] subjects (p=0.0496)." In addition, "[XIAFLEX] was generally well-tolerated. The most common adverse events reported in the double-blind, placebo-controlled IMPRESS phase III trials were hematoma, pain and swelling at the treatment site. These adverse events were comparable to the previous trials: most adverse events were mild or moderate in severity and resolved within 14 days. There were three serious adverse events of corporal rupture (penile fracture) and three serious adverse events of hematomas related to [XIAFLEX] reported in IMPRESS I and II. All three corporal ruptures resolved following intervention and two of three hematomas resolved with intervention, with the third hematoma resolving without intervention. Although >98% of patients developed positive AUX I or II antibodies in the IMPRESS studies, there have been no systemic hypersensitivity events reported in the phase III trials or any of the previous [XIAFLEX] Peyronie's disease clinical studies to date. Including data from all [XIAFLEX] Peyronie's disease clinical studies, over 7,500 XIAFLEX injections have been administered to more than 1,050 [Peyronie's disease] patients."

Based on data from this IMPRESS phase III clinical program and other controlled and uncontrolled studies, Auxilium submitted its sBLA for XIAFLEX as a potential treatment for Peyronie's disease, which the FDA has accepted for filing and granted standard review status. Under PDUFA, the FDA is expected to take action on the sBLA by September 6, 2013.

Collagenase For Treatment of Frozen Shoulder (*Adhesive Capsulitis*)

Frozen shoulder is a clinical syndrome of pain and decreased motion in the shoulder joint. It is estimated to affect 20 to 50 million people worldwide with a slightly higher incidence in women. It is estimated that 700,000 patients visit doctors annually in the U.S. in connection with frozen shoulder. It typically occurs between the ages of 40-70. Individuals with insulin dependent diabetes have been reported to have a 36% higher incidence rate and are more likely to have bilateral symptoms. According to the Auxilium 10-K, the most common treatments for frozen shoulder syndrome are extensive physical therapy, corticosteroids and/or arthroscopy, and some drugs are used to manage pain.

We initiated, monitored and supplied requisite study drug for a phase II clinical trial using our injectable collagenase in the treatment of frozen shoulder. Three different doses of injectable collagenase were compared to placebo in this double-blind, randomized trial in 60 patients. Results of this phase II clinical trial were presented at the annual meeting of the American Academy of Orthopaedic Surgeons in March 2006. Based on its review of the final study report from us, Auxilium elected to exercise its option to develop and commercialize this additional indication for collagenase injection in December 2005.

Phase II

Auxilium commenced a phase IIa escalation trial in December 2011 to assess the safety and efficacy of XIAFLEX in the treatment of frozen shoulder syndrome in comparison to an exercise-only control group. This study involved two doses (0.29 mg and 0.58 mg) of XIAFLEX given under ultrasound guidance and involves approximately 50 subjects across 4 cohorts. Up to three injections were given 21 days apart and the subjects are being followed for 90 days. The endpoint will be range of motion parameters for the affected shoulder. Auxilium expects to announce top-line results of this trial in the first quarter of 2013.

In its presentation for its fourth quarter 2012 earnings call, Auxilium lists as a key objective for 2013 the initiation in the second half of 2013 a phase II clinical trial of XIAFLEX for the treatment of Frozen Shoulder syndrome.

Collagenase For Treatment of Cellulite (*Edematous Fibrosclerotic Panniculopathy*)

Edematous fibrosclerotic panniculopathy, commonly known as cellulite, describes a condition, in which lobules of subcutaneous adipose tissue extend into the dermal layer. Cellulite can involve the loss of elasticity or shrinking of collagen cords, called septae, that attach the skin to lower layers of muscle. When fat in cellulite prone areas swells and expands, the septae tether the skin, which causes surface dimpling characteristic of cellulite. These changes can visibly affect the shape of the epidermis and resemble an orange peel-like dimpling of the skin. (See Avram, Cellulite: a review of its physiology and treatment, Journal of Cosmetic Laser Therapy 2004; 6: 181–185). XIAFLEX treatment is intended to target and lyse, or break, those collagen tethers with the goal of releasing the skin dimpling and potentially resulting in smoothing of the skin.

Cellulite has been reported to occur in 85-98% of post-pubertal females and rarely in men, and it is believed to be prevalent in women of all races. (See Avram, Cellulite: a review of its physiology and treatment, Journal of Cosmetic Laser Therapy 2004; 6: 181–185; Khan MH et al. Treatment of cellulite: Part I. Pathophysiology. J Am Acad Dermatol. 2010 Mar;62(3):361-70). As noted in the Auxilium 10-K, "[c]urrent treatments for cellulite include creams, light-based procedures or liposuction. None has been demonstrated to have a significant impact on eliminating cellulite".

In January 2013, Auxilium exercised its exclusive option under the Auxilium Agreement to expand the field of its license for injectable collagenase to include the potential treatment of adult patients with cellulite. As a result, we received a one-time license fee payment of $500,000, a portion of which we paid to the Research Foundation of the State University of New York at Stony Brook pursuant to the terms of our in-licensing agreement described below in the "In-Licensing and Royalty Agreements" section under the heading "Cellulite". Auxilium's exclusive, worldwide license has now been expanded, subject to the terms of the Auxilium Agreement, to include all research, development, use, commercialization, marketing, sales and distribution rights for injectable collagenase for the potential treatment of cellulite. Auxilium plans to initiate a phase II trial for this indication in the second half of 2013.

In December 2012, Auxilium announced top-line 30-day data from its phase Ib, single site, open-label dose escalation study of XIAFLEX for the treatment of cellulite. The study enrolled 99 women between 21 and 60 years of age. Study participants were assigned to one of 11 arms, each of which varied in treatment dose, injection concentration and volume, to receive a single injection of XIAFLEX, divided into 10 aliquots over a pre-defined 8x10cm template around a target dimple. The objectives of the study are to assess the safety and effectiveness of a single injection of XIAFLEX for the treatment of cellulite at 30, 60 and 90 days across multiple dosing arms. Pharmacokinetic evaluations were made as well. Across all dosing arms, 60 patients (63%) who were treated experienced some improvement in the volume of their target cellulite dimple at Day 30. Overall, 17% of patients had a greater than or equal to 30% improvement in their target dimple at Day 30; however, multiple XIAFLEX dosing arms had more than 40 percent of patients experience an improvement greater than or equal to 30% in their target dimple at Day 30. Treatment-related adverse events with XIAFLEX were mostly localized bruising, injection site discomfort and swelling, and all such events resolved without intervention, which are all consistent with XIAFLEX use in other indications.

Additional Clinical Indications For Collagenase

Human Lipoma

Lipomas are benign fatty tumors that occur as bulges under the skin and affect humans and canines. It is estimated that lipomas are the primary diagnosis in 575,000 patients in the U.S. annually. The only proven therapy for lipoma treatment is surgery, which is often not practical for patients with multiple lipomas. Based on observations made during preclinical studies that a collagenase injection decreased the size of fat pads in animals, we initiated, monitored and supplied the requisite study drug for a phase I open label clinical trial for the treatment of human lipomas with a single injection of collagenase. Favorable initial results (10 out of 12 patients had a 50-90% reduction in the size of the lipomas) from this trial for the treatment of human lipomas were presented at a meeting of the American Society of Plastic Surgeons.

We have initiated a 14-patient, single center dose escalation, phase II clinical trial of XIAFLEX for the treatment of human lipoma. The study is a single injection, open-label trial, and XIAFLEX is being administered in four ascending doses (0.058 mg to 0.44 mg). The primary efficacy endpoint will be a change in the visible surface area of the target lipoma, as determined at six months post-injection. We have completed enrollment for this study and expect top-line data in the second half of 2013.

Canine Lipoma

Based on the encouraging results reported in the clinical investigations in human lipoma, we began clinical trials in canine lipoma. Lipomas are found in 2.3% of canines, and there may be as many as 1.7 million canines affected with skin lipomas in the U.S. Lipomas in older canines are very common, and lipomas that restrict motion in older canines are a serious problem. The only proven therapy for this condition is surgical excision of the lipoma, which necessarily involves the use of general anesthesia. It has been estimated that up to 2% of sick canines die as a complication of general anesthesia (See Brodbelt Vet J 2009 Dec; 182 (3): 375-6). We surveyed 77 veterinarians which included participants from the academic field and others that are in private practice. The participants indicated that on average they perform 25 lipoma excision surgeries per year at an average cost of $530 for the surgical procedure. It is conservatively estimated that 47,000 veterinarians are in active practice in the U.S.

Chien-801 and Chien-802 Clinical Trials

Chien-801 was a pilot study conducted for the purpose of evaluating the use of purified collagenase for the non-surgical treatment of lipoma in six canines. The study evaluated the appropriate dosage and frequency of injections necessary to significantly reduce the size of the lipoma. The dose administered ranged from 0.012 to 0.021 mg/ cm2 which was approximately ½ to ¾ of the dose used in previous human clinical trials. Based on this dose escalation study the Company selected the dose for Chien-802.

Chien-802 was designed to evaluate the efficacy of injectable collagenase in canine lipoma in four healthy canines with subcutaneous lipomas. Inclusion criteria required the lipoma to be benign, superficial and easily measureable. All canines had a second lipoma that was untreated and used as a control. At 90 days post injection, in the three evaluable canines, the lipoma size was 0%, 0% or 7% of the original size as measured by a CT scan. By contrast, the untreated lipomas were 129%, 113% and 128% of the original size at day 90. Thus, the treated lipomas showed a 97% reduction in the size of the lipoma and an increase in the size of the untreated controls of 23%.

Chien-803

Based on the positive results from Chien-802, we announced on January 6, 2011 that we had begun enrollment in a randomized, double-blind, placebo-controlled study designed to evaluate the efficacy of purified collagenase for injection for the treatment of canine lipomas. The trial was to enroll 25 canines, each having two or more lipomas. To meet the primary endpoint, an animal would have to have achieved at least a 50% decrease in the drug-treated lipoma volume relative to baseline as measured by CT scan at 3 months post injection. We subsequently discontinued this study and designed a new trial, Chien-804.

Chien-804

We have initiated a placebo controlled randomized study to evaluate the efficacy of XIAFLEX for the treatment of subcutaneous benign lipomas in canines. The study will consist of 32 canines randomized at 1:1 XIAFLEX or placebo. The treatment is a single injection of XIAFLEX or placebo. The primary efficacy endpoint will be the relative change in lipoma volume from baseline to 3 months, as determined by CT scan. We expect to complete enrollment in this study by the first half of 2013.

Other Clinical Indications

Other clinical indications for which our collagenase injection has been tested include keloids, hypertrophic scars, scarred tendons, glaucoma, herniated intervertebral discs, and as an adjunct to vitrectomy.

LICENSING AND MARKETING AGREEMENTS

Topical Collagenase Agreement

In connection with a March 2006 agreement (the "DFB Agreement"), pursuant to which we sold our topical collagenase business to DFB Biotech, Inc. and its affiliates ("DFB"), until March 2011 we received payments for certain technical assistance and certain transition services that we provided to DFB. Pursuant to the DFB Agreement, we currently receive earn out payments based on the sales of certain products, but our right to receive these payments expires at the end of August 2013. We expect to receive the final of these earn out payments by the end of 2013. The topical collagenase business of DFB was acquired by Smith & Nephew plc at the end of the fourth quarter of 2012. With our consent, DFB is expected to assign, and Smith & Nephew plc is expected to assume, the DFB Agreement.

As of December 31, 2012, we have received a total of $1.4 million in consulting fees; our right to receive these consulting fees expired in March 2011. In addition, we have recognized $2.9 million in earn out payments from DFB in connection with the net sales of topical collagenase in 2012.

Auxilium Agreement

Under the Auxilium Agreement, we granted to Auxilium exclusive worldwide rights to develop, market and sell certain products containing our injectable collagenase. Currently its licensed rights cover the indications of Dupuytren's contracture, Peyronie's disease, frozen shoulder and cellulite. Auxilium may further expand the Auxilium Agreement, at its exclusive option, to develop and license our injectable collagenase for use in additional indications. Pfizer has marketing rights for XIAPEX for Dupuytren's contracture and Peyronie's disease in Europe and certain Eurasian countries through April 24, 2013. Auxilium has announced that it is currently evaluating strategic options for the continuing commercialization of XIAPEX for the treatment of Dupuytren's contracture and for gaining approval for XIAPEX for the treatment of Peyronie's disease in the EU and other specified markets when rights to commercialize XIAPEX and responsibility for regulatory activities for XIAPEX in these countries revert to Auxilium. Auxilium has granted to Asahi the exclusive right to develop and commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Japan. Auxilium has granted to Actelion the exclusive right to develop and commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Canada, Australia, Brazil and Mexico.

Through December 31, 2012, Auxilium has paid us up-front licensing and sublicensing fees and milestone payments under the Auxilium Agreement of $24.3 million, including amounts in connection with Auxilium's agreements with Pfizer, Asahi and Actelion. In addition to the payments already received by us and to be received by us with respect to the Dupuytren's contracture indication, Auxilium will be obligated to make contingent milestone payments to us, with respect to each of the Peyronie's disease, frozen shoulder and cellulite indications, upon the acceptance of the regulatory filing (which has occurred in the U.S., in the case of Peyronie's disease) and upon receipt by Auxilium, its affiliate or sublicensee of regulatory approval. The remaining contingent milestone payments that may be received, in the aggregate, from Auxilium in respect of these contingent milestones are $5.0 million. Auxilium will also be obligated to make sublicense fee payments to us if it out-licenses to third parties the right to market and sell XIAFLEX for the treatment of frozen shoulder or cellulite. Additional milestone obligations will be due if Auxilium exercises its option to develop and license XIAFLEX for additional indications.

We are entitled to 8.5% of all sublicense income that Auxilium receives from Pfizer under their collaboration agreement, which payments are dependent on the achievement by Pfizer of certain regulatory and sales related milestones. Under this collaboration agreement, Auxilium received a $30 million milestone payment from Pfizer following the first sale of XIAPEX in the United Kingdom, which was the first major market country in which Pfizer sold XIAPEX, and we received from Auxilium $2.5 million in connection with that first sale. In connection with the launch of XIAPEX in each of Germany and Spain, we received from Auxilium 8.5% of each of the $7.5 million milestone payments from Pfizer to Auxilium, or $637,500. As of January 25, 2013, we have received $11.5 million in sublicensing fees and milestones related to the Auxilium's collaboration agreement with Pfizer. Given the mutual termination by Auxilium and Pfizer of their collaboration agreement, we do not anticipate receiving any more sublicense income related to Pfizer. If Auxilium enters into an agreement with a third party related to the continuing commercialization of XIAPEX for the treatment of Dupuytren's contracture and for gaining approval for XIAPEX for the treatment of Peyronie's disease in the EU and other specified markets, we will be entitled to a specified percentage of sublicense agreement due under such agreement. In 2011, we received $750,000, or 5%, of the $15 million upfront payment Auxilium received from Asahi. In 2012, we received $570,000, or 5.7%, of the $10 million upfront payment Auxilium received from Actelion and $29,000 for approval in Canada of XIAFLEX for Dupuytren's contracture. To the extent Auxilium enters into an agreement or agreements related to other territories, the percentage of sublicense income that Auxilium would pay us will depend on the stage of development and approval of XIAFLEX for the particular indication at the time such other agreement or agreements are executed.

Auxilium must pay us on a country-by-country and product-by-product basis a low double digit royalty as a percentage of net sales for products covered by the Auxilium Agreement and sold in the United States, Europe and certain Eurasian countries and Japan. In the case of products covered by the Auxilium Agreement and sold in other countries (the "Rest of the World"), Auxilium must pay us on a country-by-country and product-by-product basis a specified percentage of the royalties it is entitled to receive from a partner or partners with whom it has contracted for such countries (a "Rest of the World Partner"), which in the case of Canada, Australia, Brazil and Mexico is Actelion. The royalty rate is independent of sales volume and clinical indication in the United States, Europe and certain Eurasian countries and Japan, but is subject to set-off in those countries and the Rest of the World for certain expenses we owe to Auxilium relating to certain development and patent costs. In addition, the royalty percentage may be reduced if (i) market share of a competing product exceeds a specified threshold; or (ii) Auxilium is required to obtain a license from a third party in order to practice our patents without infringing such third party's patent rights, although Auxilium has confirmed to us that no license from a third party is required. In addition, if Auxilium out-licenses to a third party, then we will receive a specified percentage of certain payments made to Auxilium in consideration of such out-licenses.

These royalty obligations extend, on a country-by-country and product-by-product basis, for the longer of the patent life (including pending patents), the expiration of any regulatory exclusivity period based on orphan drug designation or foreign equivalent thereof or June 3, 2016. Auxilium may terminate the Auxilium Agreement upon 90 days prior written notice. If Auxilium terminates the Auxilium Agreement other than because of an uncured, material breach by us, all rights revert to us. Pursuant to our August 31, 2011 settlement agreement with Auxilium, we are now co-owners and are or will be co-inventors of U.S. Patent No. 7,811,560 and any continuations and divisionals thereof. Auxilium expects this patent will expire in July 2028.

On top of the payments set forth above, Auxilium must pay to us an amount equal to a specified mark-up of the cost of goods sold for products sold in the United States, Europe and certain Eurasian countries or Japan. For products sold in the Rest of the World, Auxilium must pay to us a specified percentage of the mark-up of the cost of goods sold it is entitled to receive from a Rest of the World Partner, including Actelion, without regard to any set-offs that the Rest of the World Partner may have with respect to Auxilium.

Auxilium is generally responsible, at its own cost and expense, for developing the formulation and finished dosage form of products and arranging for the clinical supply of products. Auxilium is generally responsible for all clinical development and regulatory costs for Peyronie's disease, Dupuytren's contracture, frozen shoulder, cellulite and all additional indications for which it exercises its options.

A redacted copy of the Auxilium Agreement was filed on Form 8-K with the SEC on September 1, 2011. The foregoing descriptions of the Auxilium Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Auxilium Agreement.

In-Licensing and Royalty Agreements

We have entered into several in-licensing and royalty agreements with various investigators, universities and other entities throughout the years.

Dupuytren's Contracture

On November 21, 2006, we entered into a license agreement (the "Dupuytren's License Agreement") with the Research Foundation of the State University of New York at Stony Brook (the "Research Foundation"), pursuant to which the Research Foundation granted to us and our affiliates an exclusive worldwide license, with the right to sublicense to certain third parties, to know-how owned by the Research Foundation related to the development, manufacture, use or sale of (i) the collagenase enzyme obtained by a fermentation and purification process (the "Enzyme"), and (ii) all pharmaceutical products containing the Enzyme or injectable collagenase, in each case to the extent it pertains to the treatment and prevention of Dupuytren's contracture.

In consideration of the license granted under the Dupuytren's License Agreement, we agreed to pay to the Research Foundation certain royalties on net sales (if any) of pharmaceutical products containing the Enzyme or injectable collagenase for the treatment and prevention of Dupuytren's contracture (each a "Dupuytren's Licensed Product").

Our obligation to pay royalties to the Research Foundation with respect to sales by us, our affiliates or any sublicensee of any Dupuytren's Licensed Product in any country (including the U.S.) arises only upon the first commercial sale of such Dupuytren's Licensed Product on a country-by-country basis. The royalty rate is 0.5% of net sales. Our obligation to pay royalties to the Research Foundation will continue until the later of (i) the expiration of the last valid claim of a patent pertaining to the Dupuytren's Licensed Product; (ii) the expiration of the regulatory exclusivity period conveyed by the FDA's Office of Orphan Products Development ("OOPD") with respect to the Dupuytren's Licensed Product; or (iii) June 3, 2016.

Unless terminated earlier in accordance with its termination provisions, the Dupuytren's License Agreement and the licenses granted under that agreement will continue in effect until the termination of our royalty obligations. After that, all licenses granted to us under the Dupuytren's License Agreement will become fully paid, irrevocable exclusive licenses.

A redacted copy of the Dupuytren's License Agreement was filed on Form 8-K with the SEC on November 28, 2006. The foregoing descriptions of the Dupuytren's License Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Dupuytren's License Agreement.

Peyronie's Disease

On August 27, 2008, we entered into an agreement with Dr. Martin K. Gelbard to improve the deal terms related to our future royalty obligations for Peyronie's disease by buying down our future royalty obligations with a one-time cash payment. A redacted copy of the agreement was filed on Form 8-K with the SEC on September 5, 2008. On March 31, 2012, we entered into an amendment to this agreement, which enables us to buy down a portion of our future royalty obligations in exchange for an initial cash payment and five additional cash payments payable upon the occurrence of a milestone event. A redacted copy of the amendment was filed on Form 8-K/A with the SEC on August 8, 2012. The foregoing descriptions of the agreement with Dr. Gelbard and the amendment to that agreement do not comport to be complete and are qualified in their entirety by reference to the full text of that agreement, as amended.

Frozen Shoulder

On November 21, 2006, we entered into a license agreement (the "Frozen Shoulder License Agreement") with the Research Foundation, pursuant to which the Research Foundation granted to us and our affiliates an exclusive worldwide license, with the right to sublicense to certain third parties, to know-how owned by the Research Foundation related to the development, manufacture, use or sale of (i) the Enzyme and (ii) all pharmaceutical products containing the Enzyme or injectable collagenase, in each case to the extent it pertains to the treatment and prevention of frozen shoulder. Additionally, the Research Foundation granted to us an exclusive license to the patent applications in respect of frozen shoulder. The license granted to us under the Frozen Shoulder License Agreement is subject to the non-exclusive license (with right to sublicense) granted to the U.S. government by the Research Foundation in connection with the U.S. government's funding of the initial research.

In consideration of the license granted under the Frozen Shoulder License Agreement, we agreed to pay to the Research Foundation certain royalties on net sales (if any) of pharmaceutical products containing the Enzyme or injectable collagenase for the treatment and prevention of frozen shoulder (each a "Frozen Shoulder Licensed Product"). In addition, we and the Research Foundation will share in any milestone payments and sublicense income received by us in respect of the rights licensed under the Frozen Shoulder License Agreement.

Our obligation to pay royalties to the Research Foundation with respect to sales by us, our affiliates or any sublicensee of any Frozen Shoulder Licensed Product in any country (including the U.S.) arises only upon the first commercial sale of a Frozen Shoulder Licensed Product. Our obligation to pay royalties to the Research Foundation will continue until, the later of (i) the expiration of the last valid claim of a patent pertaining to a Frozen Shoulder Licensed Product or (ii) June 3, 2016.

Unless terminated earlier in accordance with its termination provisions, the Frozen Shoulder License Agreement and licenses granted under that agreement will continue in effect until the termination of our royalty obligations. After that, all licenses granted to us under the Frozen Shoulder License Agreement will become fully paid, irrevocable exclusive licenses.

A redacted copy of the Frozen Shoulder License Agreement was filed on Form 8-K with the SEC on November 28, 2006. The foregoing descriptions of the Frozen Shoulder License Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Frozen Shoulder License Agreement.

In connection with the execution of the Dupuytren's License Agreement and the Frozen Shoulder License Agreement, we made certain up-front payments to the Research Foundation and the clinical investigators working on the Dupuytren's contracture and frozen shoulder indications for the Enzyme.

Cellulite

We have two in-licensing and royalty agreements related to cellulite. One is a license agreement (the "Cellulite License Agreement") with the Research Foundation that we entered into on August 23, 2007. Pursuant to the Cellulite License Agreement, the Research Foundation granted to us and our affiliates an exclusive worldwide license, with the right to sublicense to certain third parties, to know-how owned by the Research Foundation related to the manufacture, preparation, formulation, use or development of (i) the Enzyme and (ii) all pharmaceutical products containing the Enzyme, which are made, used and sold for the prevention or treatment of cellulite. Additionally, the Research Foundation granted to us an exclusive license to the patent applications in respect of cellulite. The license granted to us under the Cellulite License Agreement is subject to the non-exclusive license (with right to sublicense) granted to the U.S. government by the Research Foundation in connection with the U.S. government's funding of the initial research.

In consideration of the license granted under the Cellulite License Agreement, we agreed to pay to the Research Foundation certain royalties on net sales (if any) of pharmaceutical products containing the Enzyme, which are made, used and sold for the prevention or treatment of cellulite (each a "Cellulite Licensed Product"). In addition, we and the Research Foundation will share in any milestone payments and sublicense income received by us in respect of the rights licensed under the Cellulite License Agreement. We paid a portion of the $500,000 milestone payment we received from Auxilium in respect of its exercise of cellulite as an addition indication under the Auxilium Agreement, subject to certain credits for certain up-front payments we made to the Research Foundation.

Our obligation to pay royalties to the Research Foundation with respect to sales by us, our affiliates or any sublicensee of any Cellulite Licensed Product in any country (including the U.S.) arises only upon the first commercial sale of a Cellulite Licensed Product. Our obligation to pay royalties to the Research Foundation will continue until, the later of (i) the expiration of the last valid claim of a patent pertaining to a Cellulite Licensed Product or (ii) June 3, 2016.

Unless terminated earlier in accordance with its termination provisions, the Cellulite License Agreement and licenses granted under that agreement will continue in effect until the termination of our royalty obligations. After that, all licenses granted to us under the Cellulite License Agreement will become fully paid, irrevocable exclusive licenses.

The other in-licensing and royalty agreement we have related to cellulite is a license agreement with Dr. Zachary Gerut that we entered into on March 27, 2010 (the "Gerut License Agreement"). Pursuant to the Gerut License Agreement, Dr. Gerut granted to us and our affiliates an exclusive worldwide license, with the right to sublicense to certain third parties to know-how owned by Dr. Gerut related to the manufacture, preparation, formulation, use or development of (i) the Enzyme and (ii) all pharmaceutical products containing the Enzyme or injectable collagenase, in each case to the extent it pertains to the treatment of fat. As the in-license granted in the Gerut License Agreement pertains to the treatment of fat, this in-license also relates to human lipoma and canine lipoma.

In consideration of the license granted under the Gerut License Agreement, we agreed to pay to Dr. Gerut certain royalties on net sales (if any) of pharmaceutical products containing the Enzyme which are made, used and sold for the removal or treatment of fat in humans or animals (each a "Gerut Licensed Product"). In addition, in the event the FDA approves a Gerut Licensed Product, we have agreed to make a one-time stock option grant to Dr. Gerut with a strike price equal to the closing trading price on the day before the date of such grant.

Our obligation to pay royalties to Dr. Gerut with respect to sales by us, our affiliates or any sublicensee of any Gerut Licensed Product in any country (including the U.S.) arises only upon the first commercial sale of a Gerut Licensed Product. Our obligation to pay royalties to Dr. Gerut will continue until June 3, 2016 or such longer period as we continue to receive royalties for such Gerut Licensed Product.

Unless terminated earlier in accordance with its termination provisions, the Gerut License Agreement and licenses granted under that agreement will continue in effect until the termination of our royalty obligations. After that, all licenses granted to us under the Gerut License Agreement will become fully paid, irrevocable exclusive licenses.

Redacted copies of the Cellulite License Agreement and the Gerut License Agreement are being filed with this Report. The foregoing descriptions of the Cellulite License Agreement and the Gerut License Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of these agreements.

Other Indications

We have or may enter into certain other license and royalty agreements with respect to other indications that we may elect to pursue.

COMPETITION

We and our licensees face worldwide competition from larger pharmaceutical companies, specialty pharmaceutical companies and biotechnology firms, universities and other research institutions and government agencies that are developing and commercializing pharmaceutical products. Many of our competitors have substantially greater financial, technical and human resources than we have and may subsequently develop products that are more effective, safer or less costly than any products that we have developed, are developing or will develop, or that are generic products. Our success will depend on our ability to acquire, develop and commercialize products and our ability to establish and maintain markets for our products that receive marketing approval.

COST OF RESEARCH AND DEVELOPMENT ACTIVITIES

During fiscal years 2012 and 2011, the Company invested $1,249,755 and $972,078, respectively, in research and development activities.

GOVERNMENT REGULATION

Any product labeled for use in humans requires regulatory approval by government agencies prior to commercialization. In particular, human therapeutic products are subject to rigorous preclinical and clinical trials to demonstrate safety and efficacy

and other approval procedures of the FDA and similar regulatory authorities in foreign countries. Various federal, state, local, and foreign statutes and regulations also govern testing, manufacturing, labeling, distribution, storage, and record-keeping related to such products and their promotion and marketing. The process of obtaining these approvals and the compliance with federal, state, local, and foreign statutes and regulations require the expenditure of substantial time and financial resources. In addition, the current political environment and the current regulatory environment at the FDA could lead to increased testing and data requirements which could impact regulatory timelines and costs.

Clinical trials involve the administration of the investigational product candidate or approved products to human subjects under the supervision of qualified investigators. Clinical trials are conducted under protocols detailing, among other things, the objectives of the study and the parameters to be used in assessing the safety and the effectiveness of the drug. Typically, clinical evaluation involves a time-consuming and costly three-phase sequential process, but the phases may overlap. Each trial must be reviewed, approved and conducted under the auspices of an independent institutional review board, and each trial must include the patient's informed consent.

Clinical testing may not be completed successfully within any specified time period, if at all. The FDA monitors the progress of all clinical trials that are conducted in the U.S. and may, at its discretion, reevaluate, alter, suspend or terminate the testing based upon the data accumulated to that point and the FDA's assessment of the risk/benefit ratio to the patient. The FDA can also provide specific guidance on the acceptability of protocol design for clinical trials. The FDA, we or our partners may suspend or terminate clinical trials at any time for various reasons, including a finding that the subjects or patients are being exposed to an unacceptable health risk. The FDA can also request that additional clinical trials be conducted as a condition to product approval. During all clinical trials, physicians monitor the patients to determine effectiveness and/or to observe and report any reactions or other safety risks that may result from use of the drug candidate.

Assuming successful completion of the required clinical trials, drug developers submit the results of preclinical studies and clinical trials, together with other detailed information including information on the chemistry, manufacture and control of the product, to the FDA, in the form of an NDA or BLA, requesting approval to market the product for one or more indications. In most cases, the NDA/BLA must be accompanied by a substantial user fee. The FDA reviews an NDA/BLA to determine, among other things, whether a product is safe and effective for its intended use.

Before approving an NDA or BLA, the FDA will inspect the facility or facilities where the product is manufactured. The FDA will not approve the NDA or BLA unless cGMP compliance is satisfactory. The FDA will issue an approval letter if it determines that the NDA or BLA, manufacturing process and manufacturing facilities are acceptable. If the FDA determines that the NDA or BLA, manufacturing process or manufacturing facilities are not acceptable, it will outline the deficiencies in the submission and will often request additional testing or information. Notwithstanding the submission of any requested additional information, the FDA ultimately may decide that the NDA or BLA does not satisfy the regulatory criteria for approval and refuse to approve the NDA or BLA by issuing a "not approvable" letter.

The testing and approval process requires substantial time, effort and financial resources, which may take several years to complete. The FDA may not grant approval on a timely basis, or at all. We or our partners may encounter difficulties or unanticipated costs in our or their efforts to secure necessary governmental approvals, which could delay or preclude us or them from marketing our products. Furthermore, the FDA may prevent a drug developer from marketing a product under a label for its desired indications or place other conditions, including restrictive labeling, on distribution as a condition of any approvals, which may impair commercialization of the product. After approval, some types of changes to the approved product, such as adding new indications, manufacturing changes and additional labeling claims, are subject to further FDA review and approval.

If the FDA approves the NDA or BLA, the drug can be marketed to physicians to prescribe in the U.S. After approval, the drug developer must comply with a number of post-approval requirements, including delivering periodic reports to the FDA (i.e., annual reports), submitting descriptions of any adverse reactions reported, biological product deviation reporting, and complying with drug sampling and distribution requirements and any other requirements set forth in the FDA's approval (such as the REMS program, which the FDA has required for XIAFLEX and consists of a communication plan and a medication guide). The holder of an approved NDA/BLA is required to provide updated safety and efficacy information and to comply with requirements concerning advertising and promotional labeling. Also, quality control and manufacturing procedures must continue to conform to cGMP after approval. Drug manufacturers and their subcontractors are required to register their facilities and are subject to periodic unannounced inspections by the FDA to assess compliance with cGMP which impose procedural and documentation requirements relating to manufacturing, quality assurance and quality control. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain compliance with cGMP and other regulatory requirements. The FDA may require post-market testing and surveillance to monitor the product's safety or efficacy, including additional studies to evaluate long-term effects.

In addition to studies requested by the FDA after approval, a drug developer may conduct other trials and studies to explore use of the approved drug for treatment of new indications, which require submission of a supplemental or new NDA/BLA and FDA approval of the new labeling claims. The purpose of these trials and studies is to broaden the application and use of the drug and its acceptance in the medical community.

We use, and will continue to use, third party manufacturers to produce our products in clinical quantities. Future FDA inspections may identify compliance issues at our facilities, at the facilities of our contract manufacturers or at those of our partners that may disrupt production or distribution, or require substantial resources to correct. In addition, discovery of problems with a product or the failure to comply with requirements may result in restrictions on a product, manufacturer or holder of an approved NDA/BLA, including withdrawal or recall of the product from the market or other voluntary or FDA-initiated action that could delay further marketing. Newly discovered or developed safety or effectiveness data may require changes to a product's approved labeling, including the addition of new warnings and contraindications. Also, new government requirements may be established that could delay or prevent regulatory approval of our products under development.

INTELLECTUAL PROPERTY AND RIGHTS

Our success will depend in part on our ability to protect our existing products and the products we acquire or in-license by obtaining and maintaining a strong proprietary position both in the U.S. and in other countries. To develop and maintain such a position, we intend to continue relying upon patent protection, trade secrets, know-how, continuing technological innovations and licensing opportunities. In addition, we intend to seek patent protection whenever available for any products or product candidates and related technology we develop or acquire in the future.

Patents

We are the assignee or licensee of various U.S. patents, which have received patent protection in various foreign countries. Pursuant to our August 31, 2011 settlement agreement with Auxilium, we are now co-owners and either have been or will be added as co-inventors of U.S. Patent No. 7,811,560 and any continuations and divisionals thereof. Auxilium expects this patent will expire in July 2028. In addition, we have licenses to other pending patent applications. Although we believe these patent applications, if they issue as patents, will provide a competitive advantage, the scope of the patent positions of pharmaceutical firms involves complex legal, scientific and factual questions and, as such, is generally uncertain. In addition, the coverage claimed in a patent application can be significantly reduced before the patent is issued. Consequently, we do not know whether any of our current patent applications, or the products or product candidates we develop, acquire or license will result in the issuance of patents or, if any patents are issued, whether they will provide significant proprietary protection, will be of any value to us or will be challenged, circumvented or invalidated by our competitors or otherwise.

While we attempt to ensure that our product candidates and the methods we employ to manufacture them do not infringe other parties' patents and proprietary rights, competitors or other parties may assert that we infringe their proprietary rights. Because patent applications in the U.S. and some other jurisdictions can proceed in secrecy until patents issue, third parties may obtain other patents without our knowledge prior to the issuance of patents relating to our product candidates, which they could attempt to assert against us. Also, since publication of discoveries in the scientific or patent literature often lags behind actual discoveries, we cannot be certain of the priority of inventions covered by pending patent applications. Moreover, we may have to participate in interference proceedings declared by the U.S. Patent and Trademark Office (the "USPTO") to determine priority of invention, or in opposition proceedings in the USPTO, either of which could result in substantial cost to us, even if the eventual outcome is favorable to us. In the U.S., issued patents may be broadened, narrowed or even canceled as a result of post-issuance procedures instituted by us or third parties, including reissue, ex parte reexamination, and the new inter partes review, post grant review, and supplemental examination procedures enacted as part of the Leahy-Smith America Invents Act. There can be no assurance that the patents, if issued and challenged in a court of competent jurisdiction, would be found valid or enforceable. An adverse outcome could subject us to significant liabilities to third parties, require disputed rights to be licensed from third parties or require us to cease using such technology.

Although we believe that our product candidates, production methods and other activities do not currently infringe the intellectual property rights of third parties, we cannot be certain that a third party will not challenge our position in the future. If a third party alleges that we are infringing its intellectual property rights, we may need to obtain a license from that third party, but there can be no assurance that any such license will be available on acceptable terms or at all. Any infringement claim that results in litigation could result in substantial cost to us and the diversion of management's attention from our core business. To enforce patents issued, assigned or licensed to us or to determine the scope and validity of other parties' proprietary rights, we may also become involved in litigation or in interference proceedings declared by the USPTO, which could result in substantial costs to us or an adverse decision as to the priority of our inventions. We may be involved in interference and/or opposition proceedings in the future. We believe there will continue to be litigation in our industry regarding patent and other intellectual property rights.

We licensed to Auxilium our injectable collagenase for the treatment of Dupuytren's contracture, Peyronie's disease, frozen shoulder and cellulite. We have two use patents in the U.S. covering the enzyme underlying our injectable collagenase, one for the treatment of Dupuytren's contracture, which issued from a reissue proceeding in December 2007, and one for the treatment of Peyronie's disease. The Dupuytren's patent expires in 2014, and the Peyronie's patent expires in 2019. Both the Dupuytren's and Peyronie's patents are limited to the use of the enzyme for the treatment of Dupuytren's contracture and Peyronie's disease within certain dose ranges. An application to extend the term of the Dupuytren's patent to August 22, 2019 based upon regulatory delay in granting approval to sell XIAFLEX was filed in the USPTO on April 1, 2010. The USPTO has not taken any action on the request for extension, and we cannot be certain how much of an extension, if any, will be granted by the USPTO.

Orphan Drug Designations

Two indications, Dupuytren's contracture and Peyronie's disease, have received orphan drug designation from the OOPD. These indications did not receive the European equivalent of orphan drug designation.
The OOPD administers the major provisions of the Orphan Drug Act, an innovative program that provides incentives for sponsors to develop products for rare diseases. The incentives for products that qualify under the Orphan Drug Act include seven-year exclusive marketing rights post-FDA approval (which means, with respect to Dupuytren's contracture, exclusivity until February 2, 2017), tax credits for expenses associated with clinical trials including a 20 year tax carry-forward, availability of FDA grants, and advice on design of the clinical development plan.

The orphan drug provisions of the Federal Food, Drug, and Cosmetic Act also provide incentives to drug and biologics suppliers to develop and supply drugs for the treatment of rare diseases, currently defined as diseases that affect fewer than 200,000 individuals in the U.S. or, for a disease that affects more than 200,000 individuals in the U.S. and for which there is no reasonable expectation that the cost of developing and making available in the U.S. a drug for such disease or condition will be recovered from its sales in the U.S. Under these provisions, a supplier of a designated orphan product can seek tax benefits, and the holder of the first FDA approval of a designated orphan product will be granted a seven-year period of marketing exclusivity for that product for the orphan indication. It would not prevent other drugs from being approved for the same indication.

In the Auxilium 10-K, Auxilium stated that "[w]hile XIAFLEX does not have orphan drug status for any indication in Europe, foreign patents cover these products in certain countries, and on approval of XIAFLEX for a first indication in Europe, we believe the product will benefit from ten years of market exclusivity and eight years of data exclusivity. We may obtain an additional year of market exclusivity if the regulatory authorities approve an additional indication that they determine to represent a significant clinical benefit." Our royalty term, however, is not extended by any period of marketing exclusivity as contrasted with any period of orphan drug status or foreign equivalent thereof.

Trade Secrets

We also rely on trade secret protection for our confidential and proprietary information. No assurance can be given that others will not independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets or disclose such technology or that we can meaningfully protect our trade secrets.

It is our policy to require certain employees, consultants, outside scientific collaborators, sponsored researchers and other advisors to execute confidentiality agreements upon the commencement of employment or consulting relationships with us. These agreements provide that all confidential information developed or made known to the individual during the course of the individual's relationship with us is to be kept confidential and not disclosed to third parties except in specific circumstances. In the case of employees, the agreements provide that all inventions conceived by the individual shall be our exclusive property. There can be no assurance, however, that these agreements will provide meaningful protection or adequate remedies for our trade secrets in the event of unauthorized use or disclosure of such information.

EMPLOYEES

The Company currently has five employees, who are all full-time employees.

CORPORATE INFORMATION

BioSpecifics Technologies Corp. was incorporated in Delaware in 1990. ABC-NY was incorporated in New York in 1957. Our telephone number is 516-593-7000. Our corporate headquarters are currently located at 35 Wilbur St., Lynbrook, NY 11563, as further described in this Report under "Item 2 - Description of Property".

AVAILABLE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file with the SEC at the SEC's public reference room at 100 F. Street, N.E., Washington, DC 20549, at prescribed rates. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. You may also obtain our SEC filings free of charge from the SEC's Internet website at www.sec.gov.

Our Internet website address is www.biospecifics.com. We make available free of charge through our Internet website's "Investors Relations" page most of our filings with the SEC, including our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and other information. These reports and information are available as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC.

Item 1A. RISK FACTORS

In addition to the other information included in this Report, the following factors should be considered in evaluating our business and future prospects. Any of the following risks, either alone or taken together, could materially and adversely affect our business, financial position or results of operations. If one or more of these or other risks or uncertainties materialize or if our underlying assumptions prove to be incorrect, our actual results may vary materially from what we projected. There may be additional risks that we do not presently know or that we currently believe are immaterial which could also impair our business or financial position.

Risks Related to Our Limited Sources of Revenue

Our future revenue is primarily dependent upon option, milestone and contingent royalty payments from Auxilium and contingent earn out payments from DFB.

Our primary sources of revenues are from (i) option, milestone and contingent royalty payments from Auxilium under the Auxilium Agreement and (ii) contingent earn out payments from DFB.

Auxilium

As described in Item 1 above, under the Auxilium Agreement, in exchange for the right to receive royalties and other payments, we granted to Auxilium the right to develop, manufacture, market and sell worldwide products (other than dermal formulations for topical administration) that contain collagenase for the treatment of Dupuytren's contracture, Peyronie's disease, frozen shoulder and cellulite. However, we have no control over Auxilium's ability to successfully market, sell and manufacture candidate products for the treatment of Dupuytren's contracture, or, in the case of Peyronie's disease, frozen shoulder and cellulite, to pursue commercialization, and we may receive limited, if any, royalty payments from Auxilium. We have received in the past, and are entitled to receive in the future, certain milestone payments from Auxilium in respect of its efforts to commercialize candidate products, but we have no control over Auxilium's ability to achieve the milestones. As also described in Item 1 above, Auxilium has sublicensed to third parties some of the development and commercialization rights it licenses from us. We have received in the past a percentage of sublicense income that Auxilium receives from these third parties based on the achievement of certain regulatory and sales related milestones. There is no guarantee that these third parties will continue to pursue development and commercialization of XIAFLEX. If any third party stops pursuing such development and commercialization, sublicense income would no longer be payable to Auxilium or us. For example, Auxilium and Pfizer have agreed to terminate their collaboration agreement on April 24, 2013, at which time rights to develop and commercialize XIAPEX in Europe and certain Eurasian countries will revert to Auxilium and no further milestones will be due under the Pfizer/Auxilium collaboration agreement. Auxilium has not announced its plans for when these rights revert to Auxilium. Auxilium has stated that it is currently committed to continuing to commercialize XIAPEX for the treatment of Dupuytren's contracture and continuing to develop XIAPEX if approved for the treatment of Peyronie's disease in this territory, but has noted that it "may not have adequate resources or capabilities to do so on [its] own, [it] may not be successful in entering into a new collaboration agreement with a new partner, and continued commercialization may not be profitable for [it]. Also, [Auxilium] may not be successful in completing all actions necessary for the transfer of the Marketing Authorization to it". Future sublicense income, if any, related to development and commercialization of XIAFLEX for Dupuytren's contracture and Peyronie's disease in Europe and certain Eurasian countries will depend upon whether Auxilium enters into an agreement with a third party with respect to those activities, and it is unclear whether Auxilium will do so.

Even if Auxilium or its sublicensees pursues development and commercialization, there is no guarantee that the FDA will approve XIAFLEX for a given indication or that commercialization will be successful, if the FDA does approve XIAFLEX for a given indication. Moreover, under the Auxilium Agreement, royalty payments are subject to set-off for certain expenses we owe Auxilium related to development and patent costs. We received our first royalty payment from Auxilium in November 2011 because the amount of royalties exceeded accrued set-off expenses for the first time. We anticipate that the amount of royalties due to us will exceed the amount of any set-offs on a going forward basis.

In addition, we have granted to Auxilium an option to expand its license and development rights to one or more additional indications for injectable collagenase not currently licensed to Auxilium, including for the treatment of human and canine lipoma. If Auxilium exercises its option with respect to an additional indication, we are entitled to receive a one-time license fee for the rights to, as well as potential milestone, royalty and other payments with respect to, such new indication. If Auxilium does not exercise its option as to any additional indication, we may offer to any third party such development rights with regard to products in the Auxilium Territory (as defined in the Auxilium Agreement), provided that we first offer the same terms to Auxilium, or develop the product ourselves. Auxilium has no obligation to exercise its option with respect to any such additional indication, and its decision to do so is in its complete discretion. Clinical trials can be expensive and the results are subject to different interpretations, therefore, there is no assurance that after conducting phase II clinical trials on any additional indication, and incurring the associated expenses, Auxilium will exercise its option or we will receive any revenue from it. Under the Auxilium Agreement, we may only offer to a third party development rights with regard to products in the Auxilium Territory and not in Europe and certain Eurasian countries. Even if Auxilium exercises its option as to any additional indication, its obligations to develop the product for such indication are limited to initiating Stage II Development (as defined in the Auxilium Agreement) for such additional indication within one year of exercising the option as to such indication. Auxilium may decide to allocate its resources other than to the development of XIAFLEX, and we have no control over that decision. Auxilium recently announced the issuance of $350 million in the aggregate principal amount of 1.50% Convertible Senior Notes due 2018, the net proceeds from which, according to Auxilium, are to be used, among other things, "for general corporate purposes, which may include the acquisition (including by merger, purchase, license or otherwise) of businesses, products, product rights or technologies". Any such non-XIAFLEX related acquisition may result in Auxilium reallocating its priorities away from XIAFLEX.

DFB

As part of the sale of our topical collagenase business to DFB, we are entitled to receive earn out payments in respect of sales of certain products developed and manufactured by DFB that contain collagenase for topical administration. However, our right to receive earn out payments from DFB is dependent upon DFB's decision to pursue the manufacture and commercialization of such products and its ability to achieve certain sales thresholds. In addition, DFB's obligations to make earn-out payments to us terminate in August 2013 and we expect to receive our last earn-out payment by the end of 2013.

Our dependence upon revenue from Auxilium make us subject to the commercialization and other risk factors affecting Auxilium over which we have limited or no control.

Auxilium has disclosed in its securities filings a number of risk factors to consider when evaluating its business and future prospects. Given our dependence upon revenue from Auxilium, Auxilium's operating success or failure has a significant impact on our potential royalty stream and other payment rights. As such, we refer you to the full text of Auxilium's disclosed risk factors in its securities filings, which were most recently included in the Auxilium 10-K.

If we are unable to obtain option, milestone, earn out and royalty payments from Auxilium or DFB or meet our needs for additional funding from other sources, we may be required to limit, scale back or cease our operations.

Our business strategy contains elements that we will not be able to implement if we do not receive the anticipated option, milestone, royalty or earn out payments from Auxilium or DFB, or secure additional funding from other sources. While we anticipate being profitable on an ongoing, annual basis, our future funding requirements will depend on many factors, including:

- The ability of DFB and its successor, Smith & Nephew plc, to meet its payment obligations and to manufacture and commercialize topical collagenase products for which we would receive earn out payments until August 2013, payable by the end of 2013;
- Auxilium's ability to manufacture and commercialize XIAFLEX for which we would receive milestone and royalty payments;
- whether Auxilium finds another partner to develop and commercialize XIAPEX in Europe and certain Eurasian countries following the termination of Auxilium's collaboration with Pfizer on April 24, 2013 (for more information regarding Auxilium's plans with respect to the development and commercialization of XIAPEX in Europe and certain Eurasian countries, we refer you to the Auxilium 10-K);
- Actelion's ability to commercialize XIAFLEX in Canada;
- the amount actually owed to Auxilium for certain patent costs;
- the scope, rate of progress, cost and results of our clinical trials on additional indications, including human and canine lipoma, for which Auxilium could exercise its option to acquire rights to them, and whether Auxilium exercises the option;

- the terms and timing of any future collaborative, licensing, co-promotion and other arrangements that we may establish;
- the cost of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights or defending against any other litigation; and
- whether Auxilium acquires a new product or technology, which results in Auxilium's reallocation of priority away from XIAFLEX.

These factors could result in variations from our currently projected operating requirements. If our existing resources are insufficient to satisfy our operating requirements, we may need to limit, scale back or cease operations or, in the alternative, borrow money. Given our operations and history, we may not be able to borrow money on commercially reasonable terms, if at all. If we issue any equity or debt securities, the terms of such issuance may not be acceptable to us and would likely result in substantial dilution of our stockholders' investment. If we do not receive revenues from Auxilium or DFB, and are unable to secure additional financing, we may be required to cease operations.

In order to finance and to secure the rights to conduct clinical trials for products we have licensed to Auxilium, we have granted to third parties significant rights to share in royalty payments received by us.

To finance and secure the rights to conduct clinical trials for products we have licensed to Auxilium, we have granted to third parties certain rights to share in royalty payments received by us from Auxilium under the Auxilium Agreement. Consequently, we will be required to share a significant portion of the payments due to us from Auxilium under the Auxilium Agreement.

If we breach our agreements with third parties, our business could be materially harmed.

Our agreements with third parties impose on us various obligations, such as those related to intellectual property rights, non-competition, and development of products, as described throughout this Item 1A of this Report. If we fail to comply with such obligations, or a counterparty to our agreements believes that we have failed to comply with such obligations, we may be sued and the costs of the resulting litigation could materially harm our business.

Risks Related to Clinical Trials and Development of Drug Candidates

Our ability to conduct clinical trials may be limited by the Auxilium Agreement.

Under the Auxilium Agreement, we have the right to conduct trials, studies or development work for, among other things, indications in canine lipomas and human lipomas, and, upon approval by the parties' joint development committee ("JDC"), additional indications. Auxilium has pre-approved our protocols for canine lipomas and human lipomas. However, certain material changes to the protocols must be approved by the JDC, and the JDC may decide not to approve such changes if the JDC has reasonable safety concerns. In addition, the JDC has the right to stop a study or trial in canine lipomas and human lipomas if the rate of serious adverse events exceeds certain thresholds. If the JDC fails to approve changes to our protocols for canine lipomas and human lipomas or if the JDC stops our studies or trials in canine lipomas and human lipomas due to safety concerns, our ability to obtain option, milestone and royalty payments with respect to those indications would be limited. We may only conduct trials, studies or development work for additional indications beyond the pre-approved indications upon submission to and approval by the JDC of our development plan. In the case of indications in keloids, capsular contraction after breast augmentation, arthrofibrosis following total joint replacement in humans and equine suspensory ligament desmitis, the JDC may reject our submission only for reasonable safety concerns. The JDC may reject our submission for any other additional indications for safety or commercial concerns. If the JDC rejects our submissions in any additional indications, our ability to obtain option, milestone and royalty payments with respect to those additional indications would be limited.

We are dependent on Auxilium for access to XIAFLEX, which may limit our ability to conduct clinical trials and to obtain the associated option, milestone and contingent royalty payments under the Auxilium Agreement.

Under the Auxilium Agreement, we have agreed to buy at cost plus a mark-up XIAFLEX from Auxilium for conducting our trials, studies and development work. If Auxilium does not supply XIAFLEX to us, our ability to conduct clinical trials using XIAFLEX would be limited because we do not have the right to make XIAFLEX or to purchase it from third parties. Moreover, our ability to use our own clinical material may be limited both by lack of availability and by certain potential regulatory restrictions. Without adequate supply of clinical material our ability to obtain additional option, milestone and royalty payments under the Auxilium Agreement would be limited.

If clinical trials in humans or veterinarian trials for our potential new indications are delayed, we may not be able to obtain option, milestone or royalty payments under the Auxilium Agreement for new indications.

Clinical trials that we or our investigators may conduct may not begin on time or may need to be restructured or temporarily suspended after they have begun. Clinical trials can be delayed or may need to be restructured for a variety of reasons, including delays or restructuring related to:

- changes to the regulatory approval process for product candidates;
- obtaining regulatory approval to commence a clinical trial;
- timing of responses required from regulatory authorities;
- negotiating acceptable clinical trial agreement terms with prospective investigators or trial sites;
- obtaining institutional review board, or equivalent, approval to conduct a clinical trial at a prospective site;
- recruiting subjects to participate in a clinical trial;
- competition in recruiting clinical investigators;
- shortage or lack of availability of clinical trial supplies from external and internal sources;
- the need to repeat clinical trials as a result of inconclusive results or poorly executed testing;
- failure to validate a patient-reported outcome questionnaire;
- the placement of a clinical hold on a study;
- the failure of third parties conducting and overseeing the operations of our clinical trials to perform their contractual or regulatory obligations in a timely fashion; and
- exposure of clinical trial subjects to unexpected and unacceptable health risks or noncompliance with regulatory requirements, which may result in suspension of the trial.

The process of conducting clinical trials and developing product candidates involves a high degree of risk, may take several years, and may ultimately not be successful.

Product candidates that appear promising in the early phases of development may fail to reach the market for several reasons, including:

- clinical trials may show product candidates to be ineffective or not as effective as anticipated or to have harmful side effects or any unforeseen result;
- product candidates may fail to receive regulatory approvals required to bring the products to market;
- manufacturing costs, the inability to scale up to produce supplies for clinical trials or other factors may make our product candidates uneconomical; and
- the proprietary rights of others and their competing products and technologies may prevent product candidates from being effectively commercialized or from obtaining exclusivity.

Success in preclinical and early clinical trials does not ensure that large-scale clinical trials will be successful. Clinical results are frequently susceptible to varying interpretations that may delay, limit or prevent regulatory approvals. The length of time necessary to complete clinical trials and to submit an application for marketing approval for a final decision by a regulatory authority varies significantly and may be difficult to predict. Any changes to the U.S. regulatory approval process could significantly increase the timing or cost of regulatory approval for product candidates making further development uneconomical or impossible. In addition, once Auxilium exercises its option with respect to an additional indication, further clinical trials, development, manufacturing, marketing and selling of such product are out of our control. Our interest is limited to receiving option, milestone and royalty payments.

Successful development of drug candidates is inherently difficult and uncertain, and our long-term prospects depend upon our ability and the ability of our partners, particularly with respect to XIAFLEX, to continue to successfully commercialize these drug candidates.

Successful development of drugs is inherently difficult and uncertain. Our business requires investments in research and development over many years, often for drug candidates that may fail during the research and development process. Even if the Company is able to successfully complete the development of our drug candidates, our long-term prospects depend upon our ability and the ability of our partners, particularly with respect to XIAFLEX, to continue to successfully commercialize these drug candidates.

There is significant uncertainty regarding our ability to successfully develop drug candidates in other indications. These risks include the uncertainty of:

- the nature, timing and estimated costs of the efforts necessary to complete the development of our drug candidate projects;
- the anticipated completion dates for our drug candidate projects;
- the scope, rate of progress and cost of our clinical trials that we are currently running or may commence in the future with respect to our drug candidate projects;
- the scope, rate of progress of our preclinical studies and other research and development activities related to our drug candidate projects;
- clinical trial results for our drug candidate projects;
- the cost of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights relating to our drug candidate projects;
- the terms and timing of any strategic alliance, licensing and other arrangements that we have or may establish in the future relating to our drug candidate projects;
- the cost and timing of regulatory approvals with respect to our drug candidate projects; and
- the cost of establishing clinical supplies for our drug candidate projects.

Risks Related to Our Agreements with Auxilium and DFB

Our ability to conduct clinical trials and develop products for injectable administration of collagenase is limited by the Auxilium Agreement.

Under the Auxilium Agreement, we have licensed or granted options to certain of our rights to conduct clinical trials and develop products for injectable administration of collagenase. We agreed, for example, to certain non-competition provisions, which may limit our clinical development activities.

Our ability to conduct clinical trials and develop products for topical administration of collagenase is limited by the agreement we have signed with DFB.

Under the DFB Agreement, we have sold, licensed, or granted options to certain of our rights to conduct clinical trials and develop products for topical administration of collagenase. Under the terms of the DFB Agreement, we have agreed to certain non-competition provisions, which may limit our clinical development activities.

Risks Related to Regulatory Requirements

We are subject to numerous complex regulatory requirements and failure to comply with these regulations, or the cost of compliance with these regulations, may harm our business.

Conducting clinical trials for human drugs and, in certain circumstances, veterinarian trials for animal drugs, and the testing, development and manufacturing and distribution of product candidates are subject to regulation by numerous governmental authorities in the U.S. and other jurisdictions, if we desire to export the resulting products to such other jurisdictions. These regulations govern or affect the testing, manufacture, safety, labeling, storage, record-keeping, approval, distribution, advertising and promotion of product candidates, as well as safe working conditions. Noncompliance with any applicable regulatory requirements can result in suspension or termination of any ongoing clinical trials of a product candidate or refusal of the government to approve a product candidate for commercialization, criminal prosecution and fines, recall or seizure of products, total or partial suspension of production, prohibitions or limitations on the commercial sale of products or refusal to allow the entering into of federal and state supply contracts. The FDA and comparable governmental authorities have the authority to suspend or terminate any ongoing clinical trials of a product candidate or withdraw product approvals that have been previously granted. Even after a product candidate has been approved, the FDA and comparable governmental authorities subject such product to continuing review and regulatory requirements including, for example, requiring the conducting and reporting of the results of certain clinical studies or trials and commitments to voluntarily conduct additional clinical trials. In addition, regulatory approval could impose limitations on the indicated or intended uses for which product candidates may be marketed. With respect to its approval of XIAFLEX for the treatment of adult Dupuytren's contracture patients with a palpable cord, for example, the FDA has required a REMS program consisting of a communication plan and a medication guide. Currently, there is a substantial amount of congressional and administrative review of the FDA and the regulatory approval process for drug candidates in the U.S. As a result, there may be significant changes made to the regulatory approval process in the U.S. In addition, the regulatory requirements relating to the development, manufacturing, testing, promotion, marketing and distribution of product candidates may change in the U.S. Such changes may increase our costs and adversely affect our operations.

Additionally, failure to comply with, or changes to applicable regulatory requirements may result in a variety of consequences, including the following:

- restrictions on our products or manufacturing processes;
- warning letters;
- withdrawal of a product from the market;
- voluntary or mandatory recall of a product;
- fines;
- suspension or withdrawal of regulatory approvals for a product;
- refusal to permit the import or export of our products;
- refusal to approve pending applications or supplements to approved applications that we submit;
- denial of permission to file an application or supplement in a jurisdiction;
- product seizure; and
- injunctions or the imposition of civil or criminal penalties against us.

Our corporate compliance program cannot guarantee that we are in compliance with all potentially applicable laws and regulations and we have incurred and will continue to incur costs relating to compliance with applicable laws and regulations.

We are a small company and we rely heavily on third parties and outside consultants to conduct many important functions. As a biopharmaceutical company, we are subject to a large body of legal and regulatory requirements. In addition, as a publicly traded company we are subject to significant regulations, including the Sarbanes-Oxley Act of 2002 ("SOX"), some of which have only recently been revised or adopted. We cannot assure you that we are or will be in compliance with all potentially applicable laws and regulations. Failure to comply with all potentially applicable laws and regulations could lead to the imposition of fines, cause the value of our common stock to decline, impede our ability to raise capital or list our securities on certain securities exchanges. New rules could make it more difficult or more costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. The impact of these events could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees and as executive officers. We cannot predict or estimate the amount of the additional costs we may incur or the timing of such costs to comply with these rules and regulations.

We may fail to maintain effective internal controls over external financial reporting or such controls may fail or be circumvented.

SOX requires us to report annually on our internal controls over financial reporting, and our business and financial results could be adversely effected if we, or our independent registered public accounting firm, determine that these controls are not effective. In addition, any failure or circumvention of our internal controls and procedures or failure to comply with regulations concerning controls and procedures could have a material effect on our business, results of operation and financial condition. The impact of these events could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees and as executive officers.

Risks Related to Growth and Employees

Adverse events or lack of efficacy in clinical trials may force us and/or our partners upon whom we are wholly dependent to stop development of our product candidates or prevent regulatory approval of our product candidates or significant safety issues could arise after regulatory approval of our products, any of which could materially harm our business.

The prescribing information for XIAFLEX for Dupuytren's contracture made available by Auxilium lists "tendon ruptures or other serious injury to the injected extremity" as a reported serious adverse reaction to XIAFLEX and states that the most frequently reported adverse drug reactions in XIAFLEX clinical trials included swelling of the injected hand, contusion, injection site reaction, injection site hemorrhage, and pain in the treated extremity. The prescribing information notes that adverse reaction rates observed in clinical trials of a drug may not reflect those observed in practice because such trials "are conducted under widely varying conditions."

Auxilium has reported that the most common adverse events in the Peyronie's double-blind, placebo-controlled IMPRESS phase III clinical program were hematoma, pain and swelling at the treatment site, with most adverse events being mild or moderate in severity. There were also three serious adverse events of corporal rupture (penile fracture) and three serious adverse events of hematomas related to XIAFLEX reported in IMPRESS I and II.

Adverse events or lack of efficacy may force us to stop development of our product candidates or prevent regulatory approval of our product candidates, which could materially harm our business. In addition, any adverse events or lack of efficacy may force Auxilium to stop development of the products we have licensed to it or prevent regulatory approval of such products, which could materially impair all or a material part of the future revenue we hope to receive from Auxilium. Even if our product candidates receive regulatory approval, new safety issues may be reported and we or our partners may be required to amend the conditions of use for a product.

We and our licensees face competition in our product development and marketing efforts from pharmaceutical and biotechnology companies, universities and other not-for-profit institutions.

We and our licensees face competition in our product development and marketing efforts from entities that have substantially greater research and product development capabilities and greater financial, scientific, marketing and human resources. These entities include pharmaceutical and biotechnology companies, as well as universities and not-for-profit institutions. Our and our licensees' competitors may succeed in developing products or intellectual property earlier than we or our licensees do, entering into successful collaborations before us or our licensees, obtaining approvals from the FDA or other regulatory agencies for such products before us or our licensees, or developing or marketing products that are more effective than those we or our licensees could develop or market. The success of any one competitor in these or other respects will have a material adverse effect on our business, our ability to receive option payments from Auxilium or our ability to generate revenues from third party arrangements with respect to additional indications for which Auxilium does not exercise its option.

Because of the specialized nature of our business, the termination of relationships with key management, consulting and scientific personnel or the inability to recruit and retain additional personnel could prevent us from developing our technologies, conducting clinical trials and/or obtaining financing.

The competition for qualified personnel in the biotechnology field is intense, and we rely heavily on our ability to attract and contract with qualified independent scientific and medical investigators, and technical and managerial personnel. We face intense competition for qualified individuals from numerous pharmaceutical, biopharmaceutical and biotechnology companies, as well as academic and other research institutions. To the extent we are unable to attract and retain any of these individuals on favorable terms our business may be adversely affected.

If product liability lawsuits are brought against us, we may incur substantial liabilities.

We continue to have product liability exposure for topical product sold by us prior to the sale of our topical business to DFB. In addition, under the Auxilium Agreement, we are obligated to indemnify Auxilium and its affiliates for any harm or losses they suffer relating to any personal injury and other product liability resulting from our development, manufacture or commercialization of any injectable collagenase product. In addition, the clinical testing and, if approved, commercialization of our product candidates involves significant exposure to product liability claims. We have clinical trial and product liability insurance in the aggregate amount of $5.0 million dollars that we believe is adequate in both scope and amount and has been placed with what we believe are reputable insurers. We may not be able to maintain our clinical trial and product liability insurance at an acceptable cost, if at all, and this insurance may not provide adequate coverage against potential claims or losses. If losses from product liability claims exceed our insurance coverage, we may incur substantial liabilities that exceed our financial resources, and our business and results of operations may be harmed. Whether or not we are ultimately successful in product liability litigation, such litigation could consume substantial amounts of our financial and managerial resources, and might result in adverse publicity, all of which could impair our business.

If we are unable to negotiate a new lease for our corporate headquarters or relocate, our existing operations and our operating results could be adversely affected.

As described in this Report under “Item 2 - Description of Property”, we are holding over in our current premises on a month-to-month basis. If we are unable to negotiate a new lease for our current premises or relocate to other premises, our existing operations and operating results could be adversely affected because alternate space may not permit the current laboratory activities with respect to the development of collagenase for use in other indications.

Risks Related to Intellectual Property Rights

If we breach any of the agreements under which we license rights to products or technology from others, we could lose license rights that are critical to our business and our business could be harmed.

We are a party to a number of license agreements by which we have acquired rights to use the intellectual property of third parties that are necessary for us to operate our business. If any of the parties terminates its agreement, whether by its terms or due to our breach, our right to use the party’s intellectual property may negatively affect our licenses to Auxilium or DFB and, in turn, their obligation to make option, milestone, contingent royalty or other payments to us.

Our ability and the ability of our licensors, licensees and collaborators to develop and license products based on our patents may be impaired by the intellectual property of third parties.

Auxilium’s, DFB’s and our commercial success in developing and manufacturing collagenase products based on our patents is dependent on these products not infringing the patents or proprietary rights of third parties. While we currently believe that we, our licensees, licensors and collaborators have freedom to operate in the collagenase market, others may challenge that position in the future. There has been, and we believe that there will continue to be, significant litigation in the pharmaceutical industry regarding patent and other intellectual property rights.

Third parties could bring legal actions against us, our licensees, licensors or collaborators claiming damages and seeking to enjoin clinical testing, manufacturing and marketing of the affected product or products. A third party might request a court to rule that the patents we in-licensed or licensed to others, or those we may in-license in the future, are invalid or unenforceable. In such a case, even if the validity or enforceability of those patents were upheld, a court might hold that the third party's actions do not infringe the patent we in-license or license to others, which could, in effect, limit the scope of our patent rights and those of our licensees, licensors or collaborators. Our agreements with Auxilium and DFB require us to indemnify them against any claims for infringement based on the use of our technology. If we become involved in any litigation, it could consume a substantial portion of our resources, regardless of the outcome of the litigation. If Auxilium or DFB becomes involved in such litigation, it could also consume a substantial portion of their resources, regardless of the outcome of the litigation, thereby jeopardizing their ability to commercialize candidate products and/or their ability to make option, milestone or royalty payments to us. If any of these actions is successful, in addition to any potential liability for damages, we could be required to obtain a license to permit ourselves, our licensees, licensors or our collaborators to conduct clinical trials, manufacture or market the affected product, in which case we may be required to pay substantial royalties or grant cross-licenses to our patents. However, there can be no assurance that any such license will be available on acceptable terms or at all. Ultimately, we, our licensees, licensors or collaborators could be prevented from commercializing a product, or forced to cease some aspect of their or our business, as a result of patent infringement claims, which could harm our business or right to receive option, milestone and contingent royalty payments.

Risks Related to our Common Stock

Future sales of our common stock could negatively affect our stock price.

If our common stockholders sell substantial amounts of common stock in the public market, or the market perceives that such sales may occur, the market price of our common stock could decline. In addition, we may need to raise additional capital in the future to fund our operations. If we raise additional funds by issuing equity securities, our stock price may decline and our existing stockholders may experience dilution of their interests. Because we historically have not declared dividends, stockholders must rely on an increase in the stock price for any return on their investment in us.

Our stock price has, in the past, been volatile, and the market price of our common stock may drop below the current price.

Our stock price has, at times, been volatile. Currently, our common stock is traded on The Nasdaq Global Market ("Nasdaq") and is thinly traded.

Market prices for securities of pharmaceutical, biotechnology and specialty pharmaceutical companies have been particularly volatile. Some of the factors that may cause the market price of our common stock to fluctuate include:

- results of our clinical trials;
- failure of any product candidates we have licensed to Auxilium or sold to DFB to achieve commercial success;
- regulatory developments in the U.S. and foreign countries;
- developments or disputes concerning patents or other proprietary rights;
- litigation involving us or our general industry, or both;
- future sales of our common stock by the estate of our former Chairman and CEO or others;
- changes in the structure of healthcare payment systems, including developments in price control legislation;
- departure of key personnel;
- termination of agreements with our licensees or their sublicensees;
- announcements of material events by those companies that are our competitors or perceived to be similar to us;

- changes in estimates of our financial results;
- investors' general perception of us;
- general economic, industry and market conditions; and
- the acquisition by Auxilium of a new product or technology that causes Auxilium to reallocate its priorities away from XIAFLEX.

If any of these risks occurs, or continues to occur, it could cause our stock price to fall and may expose us to class action lawsuits that, even if unsuccessful, could be costly to defend and a distraction to management. In addition, purchases of our common stock pursuant to our stock repurchase program may, depending on the timing and volume of such repurchases, result in our stock price being higher than it would be in the absence of such repurchases. If repurchases pursuant to the program are discontinued, our stock price may fall.

We may become subject to stockholder activism efforts that could cause material disruption to our business.

Certain influential institutional investors, hedge funds and other stockholders have taken steps to involve themselves in the governance and strategic direction of certain companies due to governance or strategic related disagreements between such companies and such stockholders. If we become subject to such stockholder activism efforts, it could result in substantial costs and a diversion of management's attention and resources, which could harm our business and adversely affect the market price of our common stock.

We have no current plan to pay dividends on our common stock and investors may lose the entire amount of their investment.

We have no current plans to pay dividends on our common stock. Therefore, investors will not receive any funds absent a sale of their shares. We cannot assure investors of a positive return on their investment when they sell their shares nor can we assure that investors will not lose the entire amount of their investment.

Our outstanding options to purchase shares of common stock could have a possible dilutive effect.

As of December 31, 2012, options to purchase 1,182,000 shares of common stock were outstanding. In addition, as of December 31, 2012 a total of 254,098 options were available for grant under our stock option plans. The issuance of common stock upon the exercise of these options could adversely affect the market price of the common stock or result in substantial dilution to our existing stockholders.

If securities analysts do not publish research reports about our business or if they downgrade us or our sector, the price of our common stock could decline.

The trading market for our common stock will depend in part on research reports that industry or financial analysts publish about us or our business. If analysts downgrade us or any of our licensees, or other research analysts downgrade the industry in which we operate or the stock of any of our competitors or licensees, the price of our common stock will probably decline.

Provisions in our certificate of incorporation and bylaws may prevent or frustrate a change in control.

Provisions of our certificate of incorporation and bylaws may discourage, delay or prevent a merger, acquisition or other change in control that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions:

- provide for a classified board of directors;
- give our Board the ability to designate the terms of and issue new series of preferred stock without stockholder approval, commonly referred to as "blank check" preferred stock, with rights senior to those of our common stock;
- limit the ability of the stockholders to call special meetings; and
- impose advance notice requirements on stockholders concerning the election of directors and other proposals to be presented at stockholder meetings.

In addition, during May 2002, the Board implemented a rights agreement (commonly known as a "Poison Pill"), which effectively discourages or prevents acquisitions of more than 15% of our common stock in transactions (mergers, consolidations, tender offer, etc.) that have not been approved by our Board. The Board amended the Poison Pill in February 2011 to increase the threshold from 15% to 18% and extended the expiration date of the Poison Pill for an additional two years, to May 31, 2014. These provisions could make it more difficult for common stockholders to replace members of the Board. Because our Board is responsible for appointing the members of our management team, these provisions could in turn affect any attempt to replace the current management team.

If our principal stockholders, executive officers and directors choose to act together, they may be able to control our operations, acting in their own best interests and not necessarily those of other stockholders.

As of March 1, 2013 our executive officers, directors and their affiliates, in the aggregate, beneficially owned shares representing approximately 30.6% of our common stock. Beneficial ownership includes shares over which an individual or entity has investment or voting power and includes shares that could be issued upon the exercise of options within 60 days. As a result, if these stockholders were to choose to act together, they may be able to control all matters submitted to our stockholders for approval, as well as our management and affairs. For example, these individuals, if they chose to act together, could control the election of directors and approval of any merger, consolidation or sale of all or substantially all of our assets. This concentration of ownership could have the effect of delaying, deferring or preventing a change in control or impeding a merger or consolidation, takeover or other business combination that could be favorable to other stockholders.

This significant concentration of share ownership may adversely affect the trading price for our common stock because investors often perceive disadvantages in owning stock in companies with controlling stockholders.

Item IB. UNRESOLVED STAFF COMMENTS

None.

Item 2. DESCRIPTION OF PROPERTY.

Our corporate headquarters are currently located at 35 Wilbur St., Lynbrook, NY 11563. As previously reported, we are currently holding over in our premises on a month-to-month basis.

Item 3. LEGAL PROCEEDINGS.

None.

Item 4. MINE SAFETY DISCLOSURES.

Not Applicable.

PART II

Item 5. MARKET FOR COMMON EQUITY, RELATED STOCKHOLDER MATTERS.

Market Information

Our common stock currently trades under the symbol BSTC on Nasdaq .

The table below sets forth the high and low closing sale prices for our common stock for each of the quarterly periods in 2012 and 2011 as reported by and as quoted by Nasdaq, as applicable:

2012	HIGH	LOW
Fourth Quarter	$ 19.43	$ 12.75
Third Quarter	$ 20.27	$ 17.53
Second Quarter	$ 19.06	$ 13.70
First Quarter	$ 21.10	$ 15.76

2011	HIGH	LOW
Fourth Quarter	$ 19.08	$ 13.36
Third Quarter	$ 25.04	$ 14.80
Second Quarter	$ 25.52	$ 22.40
First Quarter	$ 26.88	$ 23.00

These quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions.

Holders of Record

As of March 1, 2013, there were approximately 71 holders of record of our common stock. Because many of such shares are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of stockholders represented by these record holders.

Dividends

It has been our policy to retain potential earnings to finance the growth and development of our business and not pay dividends, and we have no current plans to pay dividends. Any payment of cash dividends in the future will depend upon our financial condition, capital requirements and earnings as well as such other factors as our board of directors may deem relevant.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table provides information as of December 31, 2012 with respect to the shares of our common stock that may be issued under our existing equity compensation plans:

	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders [1]	1,182,000	$ 8.90	254,098
Equity compensation plans not approved by security holders	-	-	-
Total	1,182,000	$ 8.90	254,098

(1) Please see Note 9, “Stockholders’ Equity,” of the notes to the consolidated financial statements for a description of the material features of each of our plans.

Recent Sales of Unregistered Securities

For the year ended December 31, 2012, we did not issue any unregistered shares of securities.

Issuer Purchases of Equity Securities (1)

Month	Total Number of Shares Purchased During Quarter (2)	Average Price Paid Per Share (3)	Total Cumulative Number of Shares Purchased as Part of Publicly Announced Plan	Maximum Dollar Value of Shares that may yet be Purchased under the Plan
January 1, 2012 – March 31, 2012	12,247	$ 16.24	75,584	$ 1,267,935
April 1, 2012 – June 30, 2012	16,340	$ 17.57	91,924	$ 980,841
July 1, 2012 – September 30, 2012	10,360	$ 18.20	102,284	$ 792,296
October 1, 2012 to November 14, 2012	2,300	$ 14.00	104,584	$ 760,004
	-	-	-	$ 2,000,000**(4)**
November 15, 2012 to December 31, 2012	24,781	$ 13.23	129,365	$ 1,672,146
Total	66,028			

(1) On June 4, 2010, we announced that our board of directors authorized a stock repurchase program under Rule 10b-18 of the Exchange Act of up to $2.0 million of our outstanding common stock over a period of 12 months. On June 20, 2011, we announced that our Board of Directors had reauthorized this stock repurchase program. On November 15, 2012, we announced that our Board of Directors had reauthorized this stock repurchase program.

(2) The purchases were made in open-market transactions.

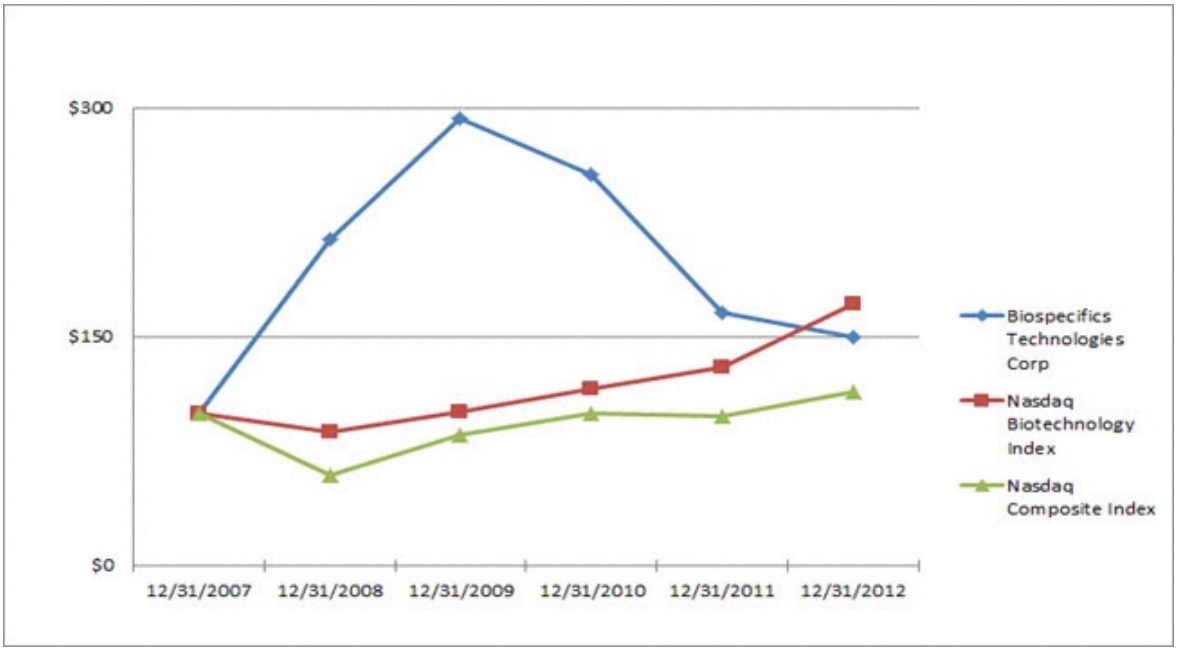
(3) Includes commissions paid, if any, related to the stock repurchase transactions.

(4) On November 15, 2012, we announced that our Board of Directors had reauthorized the repurchase of up to $2.0 million of our common stock under the stock repurchase program.

Performance Graph

The graph below compares the cumulative total stockholder return on our common stock with the cumulative total stockholder return of (i) the NASDAQ Biotechnology Index, and (ii) the NASDAQ Composite Index, assuming an investment of $100 on December 31, 2007, in each of our common stock; the stocks comprising the NASDAQ Composite Index; and the stocks comprising the NASDAQ Biotechnology Index.

Comparison of Cumulative Total Return* Among BioSpecifics Technologies Corp, the NASDAQ Biotechnology Index and the NASDAQ Composite Index



	12/31/2007	12/31/2008	12/31/2009	12/31/2010	12/31/2011	12/31/2012
Biospecifics Technologies Corp	$ 100.00	$ 214.00	$ 293.50	$ 256.00	$ 166.20	$ 149.50
Nasdaq Biotechnology Index	$ 100.00	$ 87.37	$ 101.01	$ 116.19	$ 129.91	$ 171.36
Nasdaq Composite Index	$ 100.00	$ 59.46	$ 85.55	$ 100.02	$ 98.22	$ 113.85

*Total return assumes $100 invested on December 31, 2007 in our common stock, the NASDAQ Composite Index, and the NASDAQ Biotechnology Index and reinvestment of dividends through fiscal year ended December 31, 2012.

Item 6. SELECTED FINANCIAL DATA

The following selected consolidated financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes appearing elsewhere in this Report. The consolidated statements of operations data for the years ended December 31, 2012, 2011 and 2010 and the consolidated balance sheet data as of December 31, 2012 and 2011 have been derived from our audited consolidated financial statements and related notes, which are included elsewhere in this Report. The consolidated statement of operations data for the years ended December 31, 2009 and 2008 and the consolidated balance sheet data as of December 31, 2010, 2009 and 2008 have been derived from audited financial statements which do not appear in this Report. The historical results presented are not necessarily indicative of results to be expected in any future period.

Consolidated Statement of Operations Data	Years Ended December 31, 2012	2011	2010	2009	2008
Net revenues	$ 11,145,078	$ 11,395,726	$ 5,661,348	$ 3,155,757	$ 8,411,780
Operating expenses:					
Research and development	1,249,755	972,078	1,223,931	488,646	439,919
General and administrative	4,774,828	5,231,881	6,470,449	4,832,019	4,191,052
Total operating expenses	6,024,583	6,203,959	7,694,380	5,320,665	4,630,971
Operating income (loss)	**5,120,495**	**5,191,767**	**(2,033,032)**	**(2,164,908)**	**3,780,809**
Other income (expense):					
Interest income	34,634	55,780	86,310	55,693	107,552
Interest expense	-	-	-	(39)	46,529
Other	-	15,823	13,130	(8,863)	108,730
Qualifying Therapeutic Credit	-	-	426,403	-	-
	34,634	71,603	525,843	46,791	262,811
Income (loss) before income tax	5,155,129	5,263,370	(1,507,189)	(2,118,117)	4,043,620
Income tax benefit (expense)	(2,174,054)	1,338,256	(1,351)	161,574	(299,212)
Net income (loss)	**$ 2,981,075**	**$ 6,601,626**	**$ (1,508,540)**	**$ (1,956,543)**	**$ 3,744,408**
Basic net income (loss) per share	**$ 0.47**	**$ 1.04**	**$ (0.24)**	**$ (0.32)**	**$ 0.64**
Diluted net income (loss) per share	**$ 0.43**	**$ 0.95**	**$ (0.24)**	**$ (0.32)**	**$ 0.55**
Shares used in computation of basic net income (loss) per share	**6,351,245**	**6,340,648**	**6,261,214**	**6,065,939**	**5,854,836**
Shares used in computation of diluted net income (loss) per share	**6,981,527**	**6,952,386**	**6,261,214**	**6,065,939**	**6,836,911**

Consolidated Balance Sheet Data:	Years Ended December 31, 2012	2011	2010	2009	2008
Cash and cash equivalents	$ 3,383,737	$ 3,196,831	$ 2,470,852	$ 3,950,389	$ 3,494,150
Short-term investments	5,120,000	5,000,000	5,360,970	4,548,541	900,000
Total assets	18,390,264	16,265,073	11,518,701	11,748,478	12,831,361
Total stockholders' equity	17,458,346	14,872,314	6,700,723	6,092,107	6,178,539

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

You should read the following discussion and analysis of our financial condition and results of operations together with our consolidated financial statements and the related notes appearing at the end of this Report. Some of the information contained in this discussion and analysis or set forth elsewhere in this Report, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section of this Report for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a biopharmaceutical company involved in the development of an injectable collagenase for multiple indications. We have a development and license agreement with Auxilium for injectable collagenase (which Auxilium has named XIAFLEX ® (collagenase clostridium histolyticum)) for clinical indications in Dupuytren's contracture, Peyronie's disease, frozen shoulder (*adhesive capsulitis*) and cellulite (*edematous fibrosclerotic panniculopathy*). Auxilium has an option to acquire additional indications that we may pursue, including human and canine lipoma. Auxilium is currently selling XIAFLEX in the U.S. for the treatment of Dupuytren's contracture. Auxilium has an agreement with Pfizer pursuant to which Pfizer has marketing rights for XIAPEX ® (the EU trade name for collagenase clostridium histolyticum) for Dupuytren's contracture and Peyronie's disease in Europe and certain Eurasian countries until April 24, 2013. In addition, Auxilium has an agreement with Asahi pursuant to which Asahi has the right to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Japan. Auxilium also has an agreement with Actelion pursuant to which Actelion has the right to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Canada, Australia, Brazil and Mexico. Auxilium has been granted a Notice of Compliance (approval) by Health Canada for XIAFLEX for the treatment of Dupuytren's contracture in adults with a palpable cord in Canada.

Operational Highlights

Peyronie's Disease. In December 2012, the FDA accepted for filing Auxilium's sBLA for XIAFLEX for the potential treatment of Peyronie's disease. As a result, we recognized a $1.0 million milestone payment from Auxilium. The filing was granted standard review status and, under PDUFA, the FDA is expected to take action on the application by September 6, 2013. Auxilium has reported that the FDA is not planning on holding an Advisory Committee meeting for the use of XIAFLEX in the treatment of Peyronie's disease, but cautions that it can offer no assurance that the FDA will not require an Advisory Committee meeting in the future. The sBLA was based on results from Auxilium's phase III clinical program that assessed XIAFLEX for the potential treatment of Peyronie's disease and is known as IMPRESS (The Investigation for Maximal Peyronie's Reduction Efficacy and Safety Studies) . The Journal of Urology has electronically published on its website the uncorrected proof of Auxilium's IMPRESS clinical program.

Cellulite. Auxilium expanded the field of its license for injectable collagenase to include the potential treatment of adult patients with cellulite by exercising, in January 2013, its exclusive option under our development and license agreement. As a result of this exercise, we received a license fee payment of $500,000 from Auxilium. We paid a portion of this payment to the Research Foundation of the State University of New York at Stony Brook pursuant to the terms of our in-licensing agreement described below in the "In-Licensing and Royalty Agreements" section under the heading "Cellulite". Auxilium's exercise of this option follows its fourth quarter 2012 announcement of top-line 30-day data from the phase Ib study of XIAFLEX for the potential treatment of adult patients with cellulite, in which all doses of XIAFLEX were generally well-tolerated. These data support the progression into a phase II clinical trial in cellulite, which Auxilium plans to initiate in the second half of 2013.

Frozen Shoulder. Auxilium completed enrollment in its frozen shoulder phase IIa clinical trial in the third quarter of 2012. Auxilium expects top-line data from this XIAFLEX study in the first quarter of 2013 . Auxilium anticipates initiating a phase II clinical trial of frozen shoulder in the second half of 2013.

Dupuytren's Contracture.

- Auxilium and Actelion announced in the beginning of the third quarter of 2012 that Auxilium was granted a Notice of Compliance (approval) by Health Canada for XIAFLEX for the treatment of Dupuytren's contracture in adults with a palpable cord in Canada. Under the terms of the collaboration agreement between Actelion and Auxilium, Actelion is to receive exclusive rights to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Canada, Australia, Brazil and Mexico upon receipt of the respective regulatory approvals. Pursuant to this agreement, Auxilium intends to transfer regulatory sponsorship of the dossier to Actelion , and Actelion will be primarily responsible for the applicable regulatory and commercialization activities for XIAFLEX in Canada and, upon approval, in the remainder of these countries. Actelion expects to make XIAFLEX available to patients in Canada in the first half of 2013 .

- Also in the third quarter, Auxilium announced positive top-line data from its open-label phase IIIb trial evaluating XIAFLEX for the treatment of adult Dupuytren's contracture patients with multiple palpable cords. Auxilium enrolled 60 patients at eight sites throughout the U.S. and Australia. Following the announcement of these data, Auxilium began a larger study with XIAFLEX for the concurrent treatment of multiple palpable cords that, if successful, may allow Auxilium to seek FDA approval of the expansion of the Dupuytren's label. Auxilium expects top-line results in the first half of 2014. Based on research by SDI Health, LLC estimating that 35 to 40% of annual Dupuytren's surgeries in the U.S. are performed to treat two or more cords concurrently, Auxilium is conducting these studies to seek a multicord indication for XIAFLEX from the FDA. It is hoped that more surgeons will perform the XIAFLEX injection in these cases, rather than surgery, if the FDA approves the label expansion.

- Auxilium completed enrollment in its Dupuytren's contracture retreatment phase IV clinical trials in the third quarter of 2012 and expects top-line results from these trials in the fourth quarter of 2013.

Lipoma. We initiated two clinical trials in the second quarter of 2012. One is a 14 patient, single center dose escalation phase II clinical trial of XIAFLEX for the treatment of human lipoma. The other is a placebo controlled randomized phase II trial, Chien-804, to evaluate the efficacy of XIAFLEX for canines with benign subcutaneous lipomas.

Outlook

Currently, we generate revenue from two primary sources: in connection with the DFB Agreement and in connection with the Auxilium Agreement. Under the DFB Agreement, our right to receive earn-out payments with respect to the marketed topical product sold to DFB expires in August 2013, but earn-out payments for second generation collagenase products, if any, continue indefinitely. Under the Auxilium Agreement, we receive sublicense income, royalties, milestones and mark-up on cost of goods sold payments related to the sale and approval of XIAFLEX/XIAPEX as described above.

In connection with the DFB Agreement, pursuant to which we sold our topical collagenase business to DFB, until March 2011 we received payments for certain technical assistance and certain transition services that we provided to DFB. Pursuant to the DFB Agreement, we currently receive earn out payments based on the sales of certain products, but our right to receive these payments expires at the end of August 2013. We expect to receive the final of these earn out payments by the end of 2013. The topical collagenase business of DFB was acquired by Smith & Nephew plc at the end of the fourth quarter of 2012. With our consent, DFB is expected to assign, and Smith & Nephew plc is expected to assume, the DFB Agreement.

As of December 31, 2012, we have received a total of $1.4 million in consulting fees; our right to receive these consulting fees expired in March 2011. In addition, we have recognized $2.9 million in earn out payments from DFB in connection with the net sales of topical collagenase in 2012.

Auxilium Agreement

Under the Auxilium Agreement, we granted to Auxilium exclusive worldwide rights to develop, market and sell certain products containing our injectable collagenase. Currently its licensed rights cover the indications of Dupuytren's contracture, Peyronie's disease, frozen shoulder and cellulite. Auxilium may further expand the Auxilium Agreement, at its exclusive option, to develop and license our injectable collagenase for use in additional indications. Pfizer has marketing rights for XIAPEX for Dupuytren's contracture and Peyronie's disease in Europe and certain Eurasian countries through April 24, 2013. Auxilium has announced that it is currently evaluating strategic options for the continuing commercialization of XIAPEX for the treatment of Dupuytren's contracture and for gaining approval for XIAPEX for the treatment of Peyronie's disease in the EU and other specified markets when rights to commercialize XIAPEX and responsibility for regulatory activities for XIAPEX in these countries revert to Auxilium. Auxilium has granted to Asahi the exclusive right to develop and commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Japan. Auxilium has granted to Actelion the exclusive right to develop and commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Canada, Australia, Brazil and Mexico.

Through December 31, 2012, Auxilium has paid us up-front licensing and sublicensing fees and milestone payments under the Auxilium Agreement of $24.3 million, including amounts in connection with Auxilium's agreements with Pfizer, Asahi and Actelion. In addition to the payments already received by us and to be received by us with respect to the Dupuytren's contracture indication, Auxilium will be obligated to make contingent milestone payments to us, with respect to each of the Peyronie's disease, frozen shoulder and cellulite indications, upon the acceptance of the regulatory filing (which has occurred in the U.S., in the case of Peyronie's disease) and upon receipt by Auxilium, its affiliate or sublicensee of regulatory approval. The remaining contingent milestone payments that may be received, in the aggregate, from Auxilium in respect of these contingent milestones are $5.0 million. Auxilium will also be obligated to make sublicense fee payments to us if it out-licenses to third parties the right to market and sell XIAFLEX for the treatment of frozen shoulder or cellulite. Additional milestone obligations will be due if Auxilium exercises its option to develop and license XIAFLEX for additional indications.

We are entitled to 8.5% of all sublicense income that Auxilium receives from Pfizer under their collaboration agreement, which payments are dependent on the achievement by Pfizer of certain regulatory and sales related milestones. Under this collaboration agreement, Auxilium received a $30 million milestone payment from Pfizer following the first sale of XIAPEX in the United Kingdom, which was the first major market country in which Pfizer sold XIAPEX, and we received from Auxilium $2.5 million in connection with that first sale. In connection with the launch of XIAPEX in each of Germany and Spain, we received from Auxilium 8.5% of each of the $7.5 million milestone payments from Pfizer to Auxilium, or $637,500. As of January 25, 2013, we have received $11.5 million in sublicensing fees and milestones related to the Auxilium's collaboration agreement with Pfizer. Given the mutual termination by Auxilium and Pfizer of their collaboration agreement, we do not anticipate receiving any more sublicense income related to Pfizer. If Auxilium enters into an agreement with a third party related to the continuing commercialization of XIAPEX for the treatment of Dupuytren's contracture and for gaining approval for XIAPEX for the treatment of Peyronie's disease in the EU and other specified markets, we will be entitled to a specified percentage of sublicense agreement due under such agreement. In 2011, we received $750,000, or 5%, of the $15 million upfront payment Auxilium received from Asahi. In 2012, we received $570,000, or 5.7%, of the $10 million upfront payment Auxilium received from Actelion and $29,000 for approval in Canada of XIAFLEX for Dupuytren's contracture. To the extent Auxilium enters into an agreement or agreements related to other territories, the percentage of sublicense income that Auxilium would pay us will depend on the stage of development and approval of XIAFLEX for the particular indication at the time such other agreement or agreements are executed.

Auxilium must pay us on a country-by-country and product-by-product basis a low double digit royalty as a percentage of net sales for products covered by the Auxilium Agreement and sold in the United States, Europe and certain Eurasian countries and Japan. In the case of products covered by the Auxilium Agreement and sold in other countries (the "Rest of the World"), Auxilium must pay us on a country-by-country and product-by-product basis a specified percentage of the royalties it is entitled to receive from a partner or partners with whom it has contracted for such countries (a "Rest of the World Partner"), which in the case of Canada, Australia, Brazil and Mexico is Actelion. The royalty rate is independent of sales volume and clinical indication in the United States, Europe and certain Eurasian countries and Japan, but is subject to set-off in those countries and the Rest of the World for certain expenses we owe to Auxilium relating to certain development and patent costs. In addition, the royalty percentage may be reduced if (i) market share of a competing product exceeds a specified threshold; or (ii) Auxilium is required to obtain a license from a third party in order to practice our patents without infringing such third party's patent rights, although Auxilium has confirmed to us that no license from a third party is required. In addition, if Auxilium out-licenses to a third party, then we will receive a specified percentage of certain payments made to Auxilium in consideration of such out-licenses.

These royalty obligations extend, on a country-by-country and product-by-product basis, for the longer of the patent life (including pending patents), the expiration of any regulatory exclusivity period based on orphan drug designation or foreign equivalent thereof or June 3, 2016. Auxilium may terminate the Auxilium Agreement upon 90 days prior written notice. If Auxilium terminates the Auxilium Agreement other than because of an uncured, material breach by us, all rights revert to us. Pursuant to our August 31, 2011 settlement agreement with Auxilium, we are now co-owners and are or will be co-inventors of U.S. Patent No. 7,811,560 and any continuations and divisionals thereof. Auxilium expects this patent will expire in July 2028.

On top of the payments set forth above, Auxilium must pay to us an amount equal to a specified mark-up of the cost of goods sold for products sold in the United States, Europe and certain Eurasian countries or Japan. For products sold in the Rest of the World, Auxilium must pay to us a specified percentage of the mark-up of the cost of goods sold it is entitled to receive from a Rest of the World Partner, including Actelion, without regard to any set-offs that the Rest of the World Partner may have with respect to Auxilium.

Auxilium is generally responsible, at its own cost and expense, for developing the formulation and finished dosage form of products and arranging for the clinical supply of products. Auxilium is generally responsible for all clinical development and regulatory costs for Peyronie's disease, Dupuytren's contracture, frozen shoulder, cellulite and all additional indications for which it exercises its options.

In-Licensing and Royalty Agreements

We have entered into several in-licensing and royalty agreements with various investigators, universities and other entities throughout the years.

Dupuytren's Contracture

On November 21, 2006, we entered into a license agreement (the "Dupuytren's License Agreement") with the Research Foundation of the State University of New York at Stony Brook (the "Research Foundation"), pursuant to which the Research Foundation granted to us and our affiliates an exclusive worldwide license, with the right to sublicense to certain third parties, to know-how owned by the Research Foundation related to the development, manufacture, use or sale of (i) the collagenase enzyme obtained by a fermentation and purification process (the "Enzyme"), and (ii) all pharmaceutical products containing the Enzyme or injectable collagenase, in each case to the extent it pertains to the treatment and prevention of Dupuytren's contracture.

In consideration of the license granted under the Dupuytren's License Agreement, we agreed to pay to the Research Foundation certain royalties on net sales (if any) of pharmaceutical products containing the Enzyme or injectable collagenase for the treatment and prevention of Dupuytren's contracture (each a "Dupuytren's Licensed Product").

Our obligation to pay royalties to the Research Foundation with respect to sales by us, our affiliates or any sublicensee of any Dupuytren's Licensed Product in any country (including the U.S.) arises only upon the first commercial sale of such Dupuytren's Licensed Product on a country-by-country basis. The royalty rate is 0.5% of net sales. Our obligation to pay royalties to the Research Foundation will continue until the later of (i) the expiration of the last valid claim of a patent pertaining to the Dupuytren's Licensed Product; (ii) the expiration of the regulatory exclusivity period conveyed by the FDA's Office of Orphan Products Development ("OOPD") with respect to the Dupuytren's Licensed Product; or (iii) June 3, 2016.

Unless terminated earlier in accordance with its termination provisions, the Dupuytren's License Agreement and the licenses granted under that agreement will continue in effect until the termination of our royalty obligations. After that, all licenses granted to us under the Dupuytren's License Agreement will become fully paid, irrevocable exclusive licenses.

A redacted copy of the Dupuytren's License Agreement was filed on Form 8-K with the SEC on November 28, 2006. The foregoing descriptions of the Dupuytren's License Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Dupuytren's License Agreement.

Peyronie's Disease

On August 27, 2008, we entered into an agreement with Dr. Martin K. Gelbard to improve the deal terms related to our future royalty obligations for Peyronie's disease by buying down our future royalty obligations with a one-time cash payment. A redacted copy of the agreement was filed on Form 8-K with the SEC on September 5, 2008. On March 31, 2012, we entered into an amendment to this agreement, which enables us to buy down a portion of our future royalty obligations in exchange for an initial cash payment and five additional cash payments payable upon the occurrence of a milestone event. A redacted copy of the amendment was filed on Form 8-K/A with the SEC on August 8, 2012. The foregoing descriptions of the agreement with Dr. Gelbard and the amendment to that agreement do not purport to be complete and are qualified in their entirety by reference to the full text of that agreement, as amended.

Frozen Shoulder

On November 21, 2006, we entered into a license agreement (the "Frozen Shoulder License Agreement") with the Research Foundation, pursuant to which the Research Foundation granted to us and our affiliates an exclusive worldwide license, with the right to sublicense to certain third parties, to know-how owned by the Research Foundation related to the development, manufacture, use or sale of (i) the Enzyme and (ii) all pharmaceutical products containing the Enzyme or injectable collagenase, in each case to the extent it pertains to the treatment and prevention of frozen shoulder. Additionally, the Research Foundation granted to us an exclusive license to the patent applications in respect of frozen shoulder. The license granted to us under the Frozen Shoulder License Agreement is subject to the non-exclusive license (with right to sublicense) granted to the U.S. government by the Research Foundation in connection with the U.S. government's funding of the initial research.

In consideration of the license granted under the Frozen Shoulder License Agreement, we agreed to pay to the Research Foundation certain royalties on net sales (if any) of pharmaceutical products containing the Enzyme or injectable collagenase for the treatment and prevention of frozen shoulder (each a "Frozen Shoulder Licensed Product"). In addition, we and the Research Foundation will share in any milestone payments and sublicense income received by us in respect of the rights licensed under the Frozen Shoulder License Agreement.

Our obligation to pay royalties to the Research Foundation with respect to sales by us, our affiliates or any sublicensee of any Frozen Shoulder Licensed Product in any country (including the U.S.) arises only upon the first commercial sale of a Frozen Shoulder Licensed Product. Our obligation to pay royalties to the Research Foundation will continue until, the later of (i) the expiration of the last valid claim of a patent pertaining to a Frozen Shoulder Licensed Product or (ii) June 3, 2016.

Unless terminated earlier in accordance with its termination provisions, the Frozen Shoulder License Agreement and licenses granted under that agreement will continue in effect until the termination of our royalty obligations. After that, all licenses granted to us under the Frozen Shoulder License Agreement will become fully paid, irrevocable exclusive licenses.

A redacted copy of the Frozen Shoulder License Agreement was filed on Form 8-K with the SEC on November 28, 2006. The foregoing descriptions of the Frozen Shoulder License Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Frozen Shoulder License Agreement.

In connection with the execution of the Dupuytren's License Agreement and the Frozen Shoulder License Agreement, we made certain up-front payments to the Research Foundation and the clinical investigators working on the Dupuytren's contracture and frozen shoulder indications for the Enzyme.

Cellulite

We have two in-licensing and royalty agreements related to cellulite. One is a license agreement (the "Cellulite License Agreement") with the Research Foundation that we entered into on August 23, 2007. Pursuant to the Cellulite License Agreement, the Research Foundation granted to us and our affiliates an exclusive worldwide license, with the right to sublicense to certain third parties, to know-how owned by the Research Foundation related to the manufacture, preparation, formulation, use or development of (i) the Enzyme and (ii) all pharmaceutical products containing the Enzyme, which are made, used and sold for the prevention or treatment of cellulite. Additionally, the Research Foundation granted to us an exclusive license to the patent applications in respect of cellulite. The license granted to us under the Cellulite License Agreement is subject to the non-exclusive license (with right to sublicense) granted to the U.S. government by the Research Foundation in connection with the U.S. government's funding of the initial research.

In consideration of the license granted under the Cellulite License Agreement, we agreed to pay to the Research Foundation certain royalties on net sales (if any) of pharmaceutical products containing the Enzyme, which are made, used and sold for the prevention or treatment of cellulite (each a "Cellulite Licensed Product"). In addition, we and the Research Foundation will share in any milestone payments and sublicense income received by us in respect of the rights licensed under the Cellulite License Agreement. We paid a portion of the $500,000 milestone payment we received from Auxilium in respect of its exercise of cellulite as an addition indication under the Auxilium Agreement, subject to certain credits for certain up-front payments we made to the Research Foundation.

Our obligation to pay royalties to the Research Foundation with respect to sales by us, our affiliates or any sublicensee of any Cellulite Licensed Product in any country (including the U.S.) arises only upon the first commercial sale of a Cellulite Licensed Product. Our obligation to pay royalties to the Research Foundation will continue until, the later of (i) the expiration of the last valid claim of a patent pertaining to a Cellulite Licensed Product or (ii) June 3, 2016.

Unless terminated earlier in accordance with its termination provisions, the Cellulite License Agreement and licenses granted under that agreement will continue in effect until the termination of our royalty obligations. After that, all licenses granted to us under the Cellulite License Agreement will become fully paid, irrevocable exclusive licenses.

The other in-licensing and royalty agreement we have related to cellulite is a license agreement with Dr. Zachary Gerut that we entered into on March 27, 2010 (the "Gerut License Agreement"). Pursuant to the Gerut License Agreement, Dr. Gerut granted to us and our affiliates an exclusive worldwide license, with the right to sublicense to certain third parties to know-how owned by Dr. Gerut related to the manufacture, preparation, formulation, use or development of (i) the Enzyme and (ii) all pharmaceutical products containing the Enzyme or injectable collagenase, in each case to the extent it pertains to the treatment of fat. As the in-license granted in the Gerut License Agreement pertains to the treatment of fat, this in-license also relates to human lipoma and canine lipoma.

In consideration of the license granted under the Gerut License Agreement, we agreed to pay to Dr. Gerut certain royalties on net sales (if any) of pharmaceutical products containing the Enzyme which are made, used and sold for the removal or treatment of fat in humans or animals (each a "Gerut Licensed Product"). In addition, in the event the FDA approves a Gerut Licensed Product, we have agreed to make a one-time stock option grant to Dr. Gerut with a strike price equal to the closing trading price on the day before the date of such grant.

Our obligation to pay royalties to Dr. Gerut with respect to sales by us, our affiliates or any sublicensee of any Gerut Licensed Product in any country (including the U.S.) arises only upon the first commercial sale of a Gerut Licensed Product. Our obligation to pay royalties to Dr. Gerut will continue until June 3, 2016 or such longer period as we continue to receive royalties for such Gerut Licensed Product.

Unless terminated earlier in accordance with its termination provisions, the Gerut License Agreement and licenses granted under that agreement will continue in effect until the termination of our royalty obligations. After that, all licenses granted to us under the Gerut License Agreement will become fully paid, irrevocable exclusive licenses.

Redacted copies of the Cellulite License Agreement and the Gerut License Agreement are being filed with this Report. The foregoing descriptions of the Cellulite License Agreement and the Gerut License Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of these agreements.

Other Indications

We have or may enter into certain other license and royalty agreements with respect to other indications that we may elect to pursue.

Significant Risks

We are dependent to a significant extent on third parties, and our principal licensee, Auxilium, may not be able to continue successfully commercializing XIAFLEX for Dupuytren's contracture, successfully develop XIAFLEX for additional indications, obtain required regulatory approvals, manufacture XIAFLEX at an acceptable cost, in a timely manner and with appropriate quality, or successfully market products or maintain desired margins for products sold, and as a result we may not achieve sustained profitable operations.

Critical Accounting Policies, Estimates and Assumptions

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates are based on historical experience and on various other assumptions that we believe are reasonable under the circumstances. Actual results could differ from those estimates. While our significant accounting policies are described in more detail in the notes to our consolidated financial statements, we believe the following accounting policies to be critical to the judgments and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition. We recognize revenues from product sales when there is persuasive evidence that an arrangement exists, title passes, the price is fixed and determinable, and payment is reasonably assured. We currently recognize revenues resulting from the licensing, sublicensing and use of our technology and from services we sometimes perform in connection with the licensed technology.

We enter into product development licenses and collaboration agreements that may contain multiple elements, such as upfront license and sublicense fees, milestones related to the achievement of particular stages in product development and royalties. As a result, significant contract interpretation is sometimes required to determine the appropriate accounting, including whether the deliverables specified in a multiple-element arrangement should be treated as separate units of accounting for revenue recognition purposes, and if so, how the aggregate contract value should be allocated among the deliverable elements and when to recognize revenue for each element.

We recognize revenue for delivered elements only when the fair values of undelivered elements are known, when the associated earnings process is complete and, to the extent the milestone amount relates to our performance obligation, when our licensee confirms that we have met the requirements under the terms of the agreement, and when payment is reasonably assured. Changes in the allocation of the contract value between various deliverable elements might impact the timing of revenue recognition, but in any event, would not change the total revenue recognized on the contract. For example, nonrefundable upfront product license fees, for product candidates for which we are providing continuing services related to product development, are deferred and recognized as revenue over the development period.

Milestones, in the form of additional license fees, typically represent nonrefundable payments to be received in conjunction with the achievement of a specific event identified in a contract, such as completion of specified clinical development activities and/or regulatory submissions and/or approvals. We believe that a milestone represents the culmination of a distinct earnings process when it is not associated with ongoing research, development or other performance on our part. We recognize such milestones as revenue when they become due and payment is reasonably assured. When a milestone does not represent the culmination of a distinct earnings process, we recognize revenue in a manner similar to that of an upfront product license fee.

Royalty/ Mark-up on Cost of Goods Sold / Earn-Out Revenue

For those arrangements for which royalty, mark-up on cost of goods sold or earn-out payment information becomes available and collectability is reasonably assured, we recognize revenue during the applicable period earned. For interim quarterly reporting purposes, when collectability is reasonably assured but a reasonable estimate of royalty, mark-up on cost of goods sold or earn-out payment revenues cannot be made, the royalty, mark-up on cost of goods sold or earn-out payment revenues are generally recognized in the quarter that the applicable licensee provides the written report and related information to us.

Under the Auxilium Agreement, we do not participate in the selling, marketing or manufacturing of products for which we receive royalties and a mark-up of the cost of goods sold revenues. The royalty and mark-up on cost of goods sold revenues will generally be recognized in the quarter that Auxilium provides the written reports and related information to us, that is, royalty and mark-up on cost of goods sold revenues are generally recognized one quarter following the quarter in which the underlying sales by Auxilium occurred. The royalties payable by Auxilium to us are subject to set-off for certain patent costs.

Under the DFB Agreement, pursuant to which we sold our topical collagenase business to DFB, we have the right to receive earn-out payments in the future based on sales of certain products. Generally, under the DFB Agreement we would receive payments and a report within ninety (90) days from the end of each calendar year after DFB has sold the royalty-bearing product. Currently, DFB is providing us earn-out reports on a quarterly basis. We expect to receive the final earn-out payment at the end of 2013.

Consulting and Technical Assistance Services. We recognize revenues from consulting and technical assistance contracts primarily as a result of the DFB Agreement. Consulting revenues are recognized ratably over the term of the contract. The consulting and technical assistance obligations to DFB expired during March 2011.

Reimbursable Third Party Development Costs. We accrued patent expenses for research and development that are reimbursable by us under the Auxilium Agreement. We capitalize certain patent costs related to estimated third party development costs that are reimbursable under the Auxilium Agreement. In August 2011, through the amendment and restatement of our development and license agreement with Auxilium, we have clarified the rights and responsibilities of the joint development of XIAFLEX. We resolved what had been an on-going dispute with Auxilium concerning the appropriate amount of creditable third party development expenses related to the lyophilization of the injection formulation and certain patent expenses for research and development costs that are reimbursable under the Auxilium Agreement. We agreed and have reimbursed Auxilium by offsetting future royalties payable for the amount invoiced us for third party development costs related to the development of the lyophilization of the injection formulation. We do not expect any additional third party development cost related to the lyophilization of the injection formulation.

As of December 31, 2012 our net reimbursable third party patent costs accrual was approximately $0.2 million.

Receivables and Deferred Revenue. Accounts receivable as of December 31, 2012 is approximately $5.1 million, which consists of approximately $2.9 million due from DFB in accordance with the earn-out under the DFB Agreement and approximately $2.1 million in royalties and mark-up on costs of goods sold due from Auxilium in accordance with the terms of the Auxilium Agreement. Deferred revenue of $0.4 million consist of licensing fees related to the cash payments received under the Auxilium Agreement in prior years and amortized over the expected development period of certain indications for XIAFLEX.

Royalty Buy-Down. On March 31, 2012, we entered into an amendment to our existing agreement with Dr. Gelbard, dated August 27, 2008, related to our future royalty obligations for Peyronie's disease. The amendment enables us to buy down a portion of our future royalty obligations in exchange for an initial cash payment and five additional cash payments payable upon the occurrence of a milestone event.

As of December 31, 2012, we have capitalized $2.75 million related to this agreement which will be amortized over approximately five years beginning on the date of the first commercial sale of XIAFLEX for the treatment of Peyronie's disease, which represents the period estimated to be benefited using the straight-line method. In accordance with Accounting Standards Codification 350, *Intangibles, Goodwill and Other*, the Company amortizes intangible assets with finite lives in a manner that reflects the pattern in which the economic benefits of the assets are consumed or otherwise used up. If that pattern cannot be reliably determined, the assets are amortized using the straight-line method.

Stock Based Compensation. Under ASC 718, we estimate the fair value of our employee stock awards at the date of grant using the Black-Scholes option-pricing model, which requires the use of certain subjective assumptions. The most significant assumptions are our estimates of the expected volatility of the market price of our stock and the expected term of an award. Expected volatility is based on the historical volatility of our common stock. When establishing an estimate of the expected term of an award, we consider the vesting period for the award, our historical experience of employee stock option exercises (including forfeitures) and the expected volatility. As required under the accounting rules, we review our valuation assumptions at each grant date and, as a result, we are likely to change our valuation assumptions used to value future employee stock-based awards granted, to the extent any such awards are granted.

Further, ASC 718 requires that employee stock-based compensation costs to be recognized over the requisite service period, or the vesting period, in a manner similar to all other forms of compensation paid to employees. The allocation of employee stock-based compensation costs to each operating expense line are estimated based on specific employee headcount information at each grant date and estimated stock option forfeiture rates and revised, if necessary, in future periods if actual employee headcount information or forfeitures differ materially from those estimates. As a result, the amount of employee stock-based compensation costs we recognize in each operating expense category in future periods may differ significantly from what we have recorded in the current period.

RESULTS OF OPERATIONS

YEAR ENDED DECEMBER 31, 2012 COMPARED WITH YEAR ENDED DECEMBER 31, 2011

Net revenues

Net revenues for the two years ended December 31, 2012 and 2011 comprise the following:

	Year Ended December 31			
	2012	**2011**	**Change**	**% Change**
Net sales	$ 18,219	$ 21,998	(3,779)	(17)%
Royalties	9,155,654	6,314,959	2,840,695	45%
Licensing revenue	1,971,205	5,012,102	(3,040,897)	(61)%
Consulting fees	-	46,667	(46,667)	(100)%
Total net revenues	**$ 11,145,078**	**$ 11,395,726**	**$ (250,648)**	**(2)%**

Product Revenues, net

Product revenues include the sales of the collagenase for laboratory use recognized at the time it is shipped to customers. We had a small amount of revenue from the sale of collagenase for laboratory use. For the calendar years ended 2012 and 2011 product revenues were $18,219 and $21,998, respectively. This decrease of $3,779, or 17%, was primarily related to the amount of material required to perform testing and additional research by our customers.

Royalties

Royalties consist of royalties and the mark-up on cost of goods sold under the Auxilium Agreement and earn-out revenues associated with the DFB Agreement. Total royalty, mark-up on cost of goods sold and earn-out revenues for year ended December 31, 2012 were $9,155,654 as compared to $6,314,959 in the 2011 period, an increase of $2,840,695, or 45%. Royalty and the mark-up on cost of goods sold revenues recognized under the Auxilium Agreement were $6,253,626 for the 2012 period and $4,028,623 for the 2011 period. The increase of $ 2,225,003, or 55%, was due to increased net sales of XIAFLEX during 2012 reported to us by Auxilium. Auxilium launched XIAFLEX in March 2010.

We receive earn-out revenues from DFB under the earn-out payment provision of the DFB Agreement after certain net sales levels are achieved. Revenues recognized under the DFB Agreement were $2,902,028 for the year ended December 31, 2012 and $2,286,336 for the same period in 2011. This increase of $615,692, or 27%, is mainly related to the increase in net sales during the 2012 period reported to us by DFB. We expect to receive the final earn-out payment at the end of 2013.

Licensing Revenue

Licensing revenue consists of licensing fees, sublicensing fees and milestones. For the years ended December 31, 2012 and 2011, we recognized total licensing and milestone revenue of $1,971,205 and $5,012,102, respectively, a decrease of $3,040,897, or 61%. Certain licensing revenues recognized are related to the cash payments received under the Auxilium Agreement in prior years and amortized over the expected development period. Licensing revenue recognized for the years ended December 31, 2012 and 2011 were $372,705 and $437,102, respectively. The decrease of $64,397, or 15%, was mainly due to the completed recognition of licensing revenue associated with the Dupuytren's contracture indication during the first quarter of 2010 and a slight change in the development timeline associated with the Peyronie's indication. Sublicensing fees recognized in 2012 were $570,000 compared to $750,000 in the same period in 2011. In 2012, we recognized $570,000 in sublicensing fees, which were related to the $10.0 million paid to Auxilium by Actelion for the rights to develop and commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Canada, Australia, Brazil and Mexico. In the 2011 period, we recognized $750,000 of the $15.0 million paid to Auxilium by Asahi for the rights to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Japan.

Milestone revenue recognized for the years ended December 31, 2012 and 2011 were $1.0 million and $3.8 million, respectively. In the 2012 period, we recognized a $1.0 million milestone related to the FDA's December 2012 acceptance of Auxilium's sBLAfor XIAFLEX for the potential treatment of Peyronie's disease. We also, recognized a milestone of $28,500 related to the Notice of Compliance (approval) by Health Canada for XIAFLEX for the treatment of Dupuytren's contracture in adults with a palpable cord in Canada granted to Auxilium. In the 2011 period, we recognized a $2.6 million milestone related to the first sale of XIAFLEX in Europe, , a $637,500 milestone related to the first sale of XIAFLEX in Germany, and a $637,500 milestone related to the first sale of XIAFLEX in Spain.

Under current accounting guidance, nonrefundable upfront license fees for product candidates for which we are providing continuing services related to product development are deferred and recognized as revenue over the development period. The remaining balance will be recognized over the respective development periods or when we determine that we have no ongoing performance obligations.

Consulting Services

We recognize revenues from consulting and technical assistance contracts primarily as a result of the DFB Agreement. We recognize consulting revenues ratably over the term of the contract. For calendar years 2012 and 2011 we recognized zero and $46,667 respectively. The decrease in revenues resulting from consulting and technical assistance contracts is due to the expiration in March 2011 of our consulting obligations under the DFB Agreement.

Research and Development Activities

Research and development expenses include, but are not limited to, internal costs, such as salaries and benefits, costs of materials, lab expense, facility costs and overhead. Research and development expenses also consist of third party costs, such as medical professional fees, product costs used in clinical trials, consulting fees and costs associated with clinical study arrangements. Research and development expenses were $1,249,755 and $972,078, respectively, for calendar years 2012 and 2011, representing an increase in 2012 of $277,677, or 29%. This increase in research and development expenses was primarily due to expenses related to our clinical development programs.

We are currently working to develop XIAFLEX for the treatment of human and canine lipoma. We have initiated a placebo controlled randomized study to evaluate the efficacy of XIAFLEX for the treatment of subcutaneous benign lipomas in canines. The study will consist of 32 canines randomized at 1:1 XIAFLEX or placebo. The treatment is a single injection of XIAFLEX or placebo. The primary efficacy endpoint will be the relative change in lipoma volume from baseline to 3 months, as determined by CT scan. We expect to complete enrollment in this study by the first half of 2013. Also, we have initiated a 14-patient, single center dose escalation, phase II clinical trial of XIAFLEX for the treatment of human lipomas. The study is a single injection, open-label trial, and XIAFLEX is being administered in four ascending doses (0.058 mg to 0.44 mg). The primary efficacy endpoint will be a change in the visible surface area of the target lipoma, as determined at six months post-injection. We completed enrollment for this study in January 2013 and top-line data is expected in the second half of 2013.

Please refer to Part I, Item 1, "Description of Business", for a more detailed description of each of these programs.

The following table summarizes our research and development expenses related to our clinical development programs:

	Year Ended December 31, 2012	Year Ended December 31, 2011	Accumulated Expenses Since January 1, 2010
Program			
Canine Lipoma	$ 442,741	$ 332,217	$ 972,988
Human Lipoma	168,879	110,800	404,869

Successful development of drugs is inherently difficult and uncertain. Our business requires investments in research and development over many years, often for drug candidates that may fail during the research and development process. Even if the Company is able to successfully complete the development of our drug candidates, our long-term prospects depend upon our ability and the ability of our partners, particularly with respect to XIAFLEX, to continue to successfully commercialize these drug candidates.

There is significant uncertainty regarding our ability to successfully develop drug candidates in other indications. These risks include the uncertainty of:

- the nature, timing and estimated costs of the efforts necessary to complete the development of our drug candidate projects;
- the anticipated completion dates for our drug candidate projects;
- the scope, rate of progress and cost of our clinical trials that we are currently running or may commence in the future with respect to our drug candidate projects;
- the scope, rate of progress of our preclinical studies and other research and development activities related to our drug candidate projects;
- clinical trial results for our drug candidate projects;
- the cost of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights relating to our drug candidate projects;
- the terms and timing of any strategic alliance, licensing and other arrangements that we have or may establish in the future relating to our drug candidate projects;
- the cost and timing of regulatory approvals with respect to our drug candidate projects; and
- the cost of establishing clinical supplies for our drug candidate projects.

Our current resources and liquidity are sufficient to advance our significant current research and development projects and, Auxilium will have the option to exclusively license the canine and human lipoma indications upon completion of the appropriate opt-in study.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and other related costs for personnel, consultant costs, legal fees, investor relations, professional fees and overhead costs. General and administrative expenses were $4,774,828 and $5,231,881 for calendar years 2012 and 2011, respectively, a decrease of $457,053 or 9%, from 2011. The decrease in general and administrative expenses was due to lower general legal fees and stock based compensation partially offset by third party royalty fees and consulting fees.

Other Income and expense

Other income for calendar year 2012 was $34,634 compared to $71,603 for calendar year 2011. For calendar year 2012, other income consisted of interest earned on our investments of $34,634. For calendar year 2011, other income consisted of interest earned on our investments of $55,780 and a reversal of accrued tax penalties associated with our delinquent tax filings in previous years of $15,823.

Income Taxes

Our deferred tax liabilities, deferred tax assets and related valuation allowances are impacted by events and transactions arising in the ordinary course of business, research and development activities, vesting of nonqualified options, deferred revenues and other items. Deferred tax assets are affected by the valuation allowance which is dependent upon several factors, including estimates of the realization of deferred income tax assets, and the impact of estimated future taxable income. Significant judgment is required to determine the estimated amount of valuation allowance to record. Changes in the estimate of the valuation allowance could materially increase or decrease our provision for income taxes in future periods.

The provision for income taxes and corresponding taxes payable in 2012 was $2.2 million as compared to a tax benefit of $1.3 million in 2011. In 2012, we used $1.0 million of our Orphan Drug tax credit to reduce our federal income tax payable. We recognized the tax effect of $0.8 million related to the exercise of nonqualified options in our financial statements, which lowered our taxes payable by $0.3 million, reduced our tax assets related to non-qualified stock options by $32,000 and increased additional paid in capital by $0.3 million. Additionally, we utilized tax assets from our federal and state net operating loss carryforwards of $16,000 and deferred licensing revenue of $0.1 million to reduce our taxes payable. Because our state net operating losses of $4.2 million exceeded our federal net operating losses of $47,000 we set up a valuation allowance of $0.3 million against our tax asset of our state net operating loss carryforwards.

In the 2011 period, the $1.3 million in income tax benefit consisted of an income tax expense of $2.3 million which was offset by a one-time $3.6 million tax benefit related to our deferred tax asset valuation allowance and the recording of our deferred tax assets as we believe that our tax assets are more likely than not to be realized as we achieved sustained profitability on an on-going annual basis. In making such determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent financial operations. In 2011, we recognized the tax effect of $4.6 million in disqualifying disposition of options and the exercise of nonqualified options in our financial statements. The exercise of nonqualified options and disposition of disqualified options lowered our taxes payable by $1.9 million, reduced our tax assets related to non-qualified options by $0.2 million and increased additional paid in capital and provision for income tax benefits by $1.7 million and $30,239, respectively. Additionally, we utilized tax assets from our federal and state net operating loss carryforwards of $0.3 million and deferred licensing revenue of $0.2 million to reduce our taxes payable. Because our state net operating losses exceeded our federal net operating losses we set up a valuation allowance of $0.2 million against our tax asset for our state net operating loss carryforwards.

YEAR ENDED DECEMBER 31, 2011 COMPARED WITH YEAR ENDED DECEMBER 31, 2010

Net revenues

Net revenues for the two years ended December 31, 2011 and 2010 comprise the following:

	Year Ended December 31			
	2011	2010	Change	% Change
Net sales	$ 21,998	$ 34,508	$ (12,510)	(36)%
Royalties	6,314,959	2,320,729	3,994,230	172%
Licensing revenue	5,012,102	3,026,111	1,985,991	66%
Consulting fees	46,667	280,000	(233,333)	(83)%
Total net revenues	**$ 11,395,726**	**$ 5,661,348**	**$ 5,734,378**	**101%**

Product Revenues, net

Product revenues include the sales of the collagenase for laboratory use recognized at the time it is shipped to customers. We had a small amount of revenue from the sale of collagenase for laboratory use. For the calendar years ended 2011 and 2010 product revenues were $21,998 and $34,508, respectively. This decrease of $12,510 or 36% was primarily related to the amount of material required to perform testing and additional research by our customers.

Royalties

Royalties consist of royalties and the mark-up on cost of goods sold under the Auxilium Agreement and earn-out revenues associated with the DFB Agreement. Total royalty, mark-up on cost of goods sold and earn-out revenues for year ended December 31, 2011 were $6,314,959 as compared to $2,320,729 in the 2010 period, an increase of $3,994,230 or 172%. Royalty and the mark-up on cost of goods sold revenues recognized under the Auxilium Agreement were $4,028,623 for the 2011 period and $710,182 for the 2010 period. The increase was due to increased net sales of XIAFLEX during 2011 reported to us by Auxilium. Auxilium launched XIAFLEX in March 2010.

We receive earn-out revenues from DFB under the earn-out payment provision of the DFB Agreement after certain net sales levels are achieved. Revenues recognized under the DFB Agreement were $2,286,336 for the year ended December 31, 2011 and $1,610,548 for the same period in 2010. This increase of $675,788 or 42% is mainly related to the increase in net sales during the 2011 period reported to us by DFB.

Licensing Revenue

Licensing revenue consists of licensing fees, sublicensing fees and milestones. For the years ended December 31, 2011 and 2010, we recognized total licensing and milestone revenue of $5,012,102 and $3,026,111, respectively, an increase of $1,985,991 or 66%. Certain licensing revenues recognized are related to the cash payments received under the Auxilium Agreement in prior years and amortized over the expected development period. Licensing revenue recognized for the years ended December 31, 2011 and 2010 were $437,102 and $751,111, respectively. The decrease of $314,009, or 42%, was mainly due to the completed recognition of licensing revenue associated with the Dupuytren's contracture indication during the first quarter of 2010. Sublicensing fees recognized in 2011 were $750,000 compared to zero in the same period in 2010. We recognized $750,000 of the $15.0 million paid to Auxilium by Asahi for the rights to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Japan.

Milestone revenue recognized for the years ended December 31, 2011 and 2010 were $3.8 million and $2.6 million, respectively. In the 2011 period, we recognized milestones related to the first sale of XIAFLEX in Europe of $2.6 million, the first sale of XIAFLEX in Germany of $637,500 and the first sale of XIAFLEX in Spain of $637,500. In the comparable 2010 period, we received and recognized $1.3 million of the $15 million paid to Auxilium by Pfizer for the scientific/technical review procedure of the Marketing Authorization Application for XIAFLEX for Dupuytren's contracture in Europe. We also received and recognized in the 2010 period a milestone of $1.0 million related to the FDA's approval of XIAFLEX for Dupuytren's contracture in February 2010 and our notification to Auxilium in June 2010 of our election not to commercially manufacture XIAFLEX.

Under current accounting guidance, nonrefundable upfront license fees for product candidates for which we are providing continuing services related to product development are deferred and recognized as revenue over the development period. The remaining balance will be recognized over the respective development periods or when we determine that we have no ongoing performance obligations.

Consulting Services

We recognize revenues from consulting and technical assistance contracts primarily as a result of the DFB Agreement. We recognize consulting revenues ratably over the term of the contract. For calendar years 2011 and 2010 we recognized $46,667 and $280,000 respectively. The decrease in revenues resulting from consulting and technical assistance contracts is due to the expiration in March 2011 of our consulting obligations under the DFB Agreement.

Research and Development Activities

Research and development expenses include, but are not limited to, internal costs, such as salaries and benefits, costs of materials, lab expense, facility costs and overhead. Research and development expenses also consist of third party costs, such as medical professional fees, product costs used in clinical trials, consulting fees and costs associated with clinical study arrangements. Research and development expenses were $972,078 and $1,223,931, respectively, for calendar years 2011 and 2010, representing a decrease in 2011 of $251,853, or 21%. This decrease in research and development expenses was primarily due to third party development costs that are reimbursable under the Auxilium Agreement partially offset by increased clinical development expenses.

We are currently working to develop XIAFLEX for the treatment of human and canine lipoma. We have initiated a placebo controlled randomized study to evaluate the efficacy of XIAFLEX for the treatment of subcutaneous benign lipomas in canines. The study will consist of 32 canines randomized at 1:1 XIAFLEX or placebo. The treatment is a single injection of XIAFLEX or placebo. The primary efficacy endpoint will be the relative change in lipoma volume from baseline to 3 months, as determined by CT scan. We expect to complete enrollment in this study by the first half of 2013. Also, we have initiated a 14-patient, single center dose escalation, phase II clinical trial of XIAFLEX for the treatment of human lipomas. The study is a single injection, open-label trial, and XIAFLEX is being administered in four ascending doses (0.058 mg to 0.44 mg). The primary efficacy endpoint will be a change in the visible surface area of the target lipoma, as determined at six months post-injection. We completed enrollment for this study in January 2013 and top-line data is expected in the second half of 2013.

The following table summarizes our research and development expenses related to our clinical development programs. Please refer to Part I, Item 1, "Description of Business", for a more detailed description of each of these programs:

Program	Year Ended December 31, 2011	Year Ended December 31, 2010	Accumulated Expenses Since January 1, 2010
Canine Lipoma	$ 332,217	$ 198,030	$ 530,247
Human Lipoma	110,800	125,191	235,991

Successful development of drugs is inherently difficult and uncertain. Our business requires investments in research and development over many years, often for drug candidates that may fail during the research and development process. Even if the Company is able to successfully complete the development of our drug candidates, our long-term prospects depend upon our ability and the ability of our partners, particularly with respect to XIAFLEX, to continue to successfully commercialize these drug candidates.

There is significant uncertainty regarding our ability to successfully develop drug candidates in other indications. These risks include the uncertainty of:

- the nature, timing and estimated costs of the efforts necessary to complete the development of our drug candidate projects;
- the anticipated completion dates for our drug candidate projects;
- the scope, rate of progress and cost of our clinical trials that we are currently running or may commence in the future with respect to our drug candidate projects;

- the scope, rate of progress of our preclinical studies and other research and development activities related to our drug candidate projects;
- clinical trial results for our drug candidate projects;
- the cost of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights relating to our drug candidate projects;
- the terms and timing of any strategic alliance, licensing and other arrangements that we have or may establish in the future relating to our drug candidate projects;
- the cost and timing of regulatory approvals with respect to our drug candidate projects; and
- the cost of establishing clinical supplies for our drug candidate projects.

Our current resources and liquidity are sufficient to advance our significant current research and development projects and, Auxilium will have the option to exclusively license the canine and human lipoma indications upon completion of the appropriate opt-in study.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and other related costs for personnel, consultant costs, legal fees, investor relations, professional fees and overhead costs. General and administrative expenses were $5,231,881 and $6,470,449 for calendar years 2011 and 2010, respectively, a decrease of $1,238,568, or 19%, from 2010. The decrease in general and administrative expenses was due to lower stock based compensation, consulting services, general legal fees and services related to investor relations partially offset by increases in patent costs and director fees.

Other Income and expense

Other income for calendar year 2011 was $71,603 compared to $525,843 for calendar year 2010. For calendar year 2011, other income consisted of interest earned on our investments of $55,780 (compared to $86,310 for the 2010 period) and a reversal of accrued tax penalties associated with our delinquent tax filings in previous years of $15,823 (compared to $13,130 for the 2010 period). Other income for the calendar year 2010, unlike the comparable 2011 period, included revenue in connection with a $426,000 grant under the Qualifying Therapeutic Discovery Project Program. Although we received $324,000 of this grant in 2011, we did not recognize revenues related to it in 2011 because we had recognized the full amount of the grant during the 2010 period and had incurred all of the qualifying expenses prior to 2011. We elected to classify this revenue as other income in the Consolidated Statement of Operations since this program is non-recurring,

Income Taxes

Our deferred tax liabilities, deferred tax assets and related valuation allowances are impacted by events and transactions arising in the ordinary course of business, research and development activities, vesting of nonqualified options, deferred revenues and other items. Deferred tax assets are affected by the valuation allowance which is dependent upon several factors, including estimates of the realization of deferred income tax assets, and the impact of estimated future taxable income. Significant judgment is required to determine the estimated amount of valuation allowance to record. Changes in the estimate of the valuation allowance could materially increase or decrease our provision for income taxes in future periods.

In the 2011 period, the $1.3 million in income tax benefit consisted of an income tax expense of $2.3 million which was offset by a one-time $3.6 million tax benefit related to our deferred tax asset valuation allowance and the recording of our deferred tax assets as we believe that our tax assets are more likely than not to be realized as we achieved sustained profitability on an on-going annual basis. In making such determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax planning strategies and recent financial operations.

In 2011 and 2010, we had $0.7 million and $2.0 million of tax deductible expenses from the exercise of non-qualified and disqualified disposition of incentive stock options, respectively. Based on the results of our operations over the last two years, the growth in the market for XIAFLEX, and the trend in actual and anticipated royalty income, we had determined that is was more likely than not that the benefit of our deferred tax assets will be realized. Consequently, we eliminated our 2010 valuation allowance of $3.6 million and increased our deferred tax assets by $0.3 million to reflect the application of our state statutory rates of 7.1% to temporary differences.

Under the ASC 718-25-09, we recognized the tax effect of $4.6 million in disqualifying disposition of options and the exercise of nonqualified options in our financial statements for the year ended December 31, 2011. The exercise of nonqualified options and disposition of disqualified options lowered our taxes payable by $1.9 million, reduced our tax assets related to non-qualified options by $0.2 million and increased additional paid in capital and provision for income tax benefits by $1.7 million and $30,239, respectively. Additionally, we utilized tax assets from our federal and state net operating loss carryforwards of $0.3 million and deferred licensing revenue of $0.2 million to reduce our taxes payable. Because our state net operating losses exceeded our federal net operating losses we set up a valuation allowance of $0.2 million against our tax asset for our state net operating loss carryforwards.

In the 2010 period we had a tax expense of $1,351. The income tax expense for 2010 was the result of minimum New York State taxes.

Liquidity and Capital Resources

To date, we have financed our operations primarily through product sales, debt instruments, licensing revenues and royalties under agreements with third parties and sales of our common stock. At December 31, 2012, 2011 and 2010, we had cash and cash equivalents and short-term investments in the aggregate of approximately $8.5 million, $8.2 million and $7.8 million, respectively.

Sources and Uses of Cash

Net cash provided (by used) in operating activities was $2.4 million, $(0.7) million and $(0.9) million for 2012, 2011 and 2010. Net cash provided by operations for 2012 was primarily due to our net income, net of stock compensation expenses and other non-cash charges. Net cash used in operations for 2011 was mainly due to a decrease in accrued expenses, increases in deferred tax assets and accounts receivable, net of stock compensation expense and other non-cash charges. Cash used in operations for 2010 resulted primarily from operating losses, net of stock compensation expenses and other non-cash charges.

The majority of our cash expenditures in 2012, 2011, and 2010 were to fund research and development and our business activities.

Net cash used in investing activities was $1.6 million in 2012, compared to net cash provided by investing activities of $0.4 million in 2011 and $0.8 million in 2010. The net cash used in investing activities in the 2012 period reflects the maturing of investments of $5.1 million and reinvestment of $5.2 million in marketable securities and a one-time cash payment related to our future royalty obligations for Peyronie's disease of $1.5 million. The net cash provided by investing activities in the 2011 period reflects the maturing of investments of $5.4 million and reinvestment of $5.0 million in marketable securities. In 2010, purchases of marketable securities exceeded maturities by $0.8 million.

Net cash used in financing activities for 2012 was $0.6 million, as compared to net cash provided by financing activities of $1.1 million and $0.2 million for 2011 and 2010 periods. In 2012, net cash used in financing activities was mainly related to the repurchase of our common stock under our 2010 Stock Repurchase Program partially offset by excess tax benefits related to share-based payments and stock option proceeds. In 2011, net cash provided by financing activities was due to excess tax benefits related to share-based payments and stock option proceeds partly offset by the repurchase of our common stock under our 2010 Stock Repurchase Program. Net cash provided by financing activities in 2010 reflects proceeds from stock option exercises partly offset by the repurchase of our common stock under our 2010 Stock Repurchase Program.

Contractual Commitments

We are involved with licensing of products which are generally associated with payments to third parties from whom we have licensed the product. Such payments may take the form of an up-front payment; milestone payments which are paid when certain parts of the overall development program are accomplished; payments upon certain regulatory events, such as the filing of an IND, an NDA or BLA, approval of an NDA or BLA, or the equivalents in other countries; and payments based on a percentage of sales.

We may also out-license products, for which we hold the rights, to other companies for commercialization in other territories, or at times, for other uses. When this happens, the payments to us would also take the same form as described above.

Operating Leases

Our operating leases are principally for facilities and equipment. We currently lease approximately 15,000 square feet of space at our headquarters in Lynbrook, New York on a month to month basis. Additionally, we lease certain vehicle and certain office equipment which generally expire in 2014 and 2017, respectively.

Future minimum annual payments required under non-cancelable operating leases are approximated as follows:

Year ending December 31,

2013	$	8,000
2014	$	5,000
2015	$	4,000
2016	$	4,000
2017	$	2,000

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements as defined in Item 303(a)(4) of Regulation S-K.

Future Impact of Recently Issued Accounting Standards

In June 2011, the Financial Accounting Standards Board (FASB) issued a new standard on the presentation of comprehensive income. The new standard eliminated the current alternative to report other comprehensive income and its components in the statement of changes in equity. Under the new standard, companies can elect to present items of net income and other comprehensive income in one continuous statement or in two separate, but consecutive statements. We adopted the provisions of this standard during the first quarter of 2012.

In July 2012, the FASB issued a new standard which amends the guidance on testing indefinite-lived intangible assets, other than goodwill. The new standard allows companies an option to first assess qualitative factors to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired as a basis for determining if it is necessary to perform a quantitative assessment and calculate the fair value of the asset. Under the new standard, a company is no longer required to calculate the fair value of an indefinite-lived intangible asset unless the company determines, based on the qualitative assessment, that it is more likely than not impaired. The new standard is effective for annual and interim impairment tests performed in fiscal years beginning after September 15, 2012, with early adoption permitted. We do not expect a material impact with the adoption of this new standard.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

We do not use derivative financial instruments or derivative commodity instruments for trading purposes. Our financial instruments consist of cash, cash equivalents, short-term investments, trade accounts receivable, accounts payable and long-term obligations. We consider investments that, when purchased, have a remaining maturity of 90 days or less to be cash equivalents.

Our investment portfolio is subject to interest rate risk, although limited given the nature of the investments, and will fall in value in the event market interest rates increase. All our cash and cash equivalents at December 31, 2012, amounting to approximately $3.4 million, were maintained in bank demand accounts and money market accounts. Our short-term investments of $5.1 million were maintained in certificates of deposit. We do not hedge our interest rate risks, as we believe reasonably possible near-term changes in interest rates would not materially affect our results of operations, financial position or cash flows.

Item 8. FINANCIAL STATEMENTS.

For the discussion of Item 8, "Financial Statements" please see the Consolidated Financial Statements, beginning on page F-1 of this Report.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

Item 9A. EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES.

The Company, under the supervision and with the participation of Thomas L. Wegman, the Company's President, Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer, evaluated the effectiveness of its disclosure controls and procedures as of the end of the period covered by this Report. Based on that evaluation, management has concluded that the Company's disclosure controls and procedures are effective to ensure that information required to be disclosed in reports filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that such information is accumulated and communicated to the Company's management, to allow timely decisions regarding required disclosure. Because of the inherent limitations in all control systems, any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Furthermore, our controls and procedures can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the control, and misstatements due to error or fraud may occur and not be detected on a timely basis.

Management's Annual Report on Internal Control Over Financial Reporting

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting for the Company as defined in Rule 13a-15(f) under the Exchange Act. The Company's internal control over financial reporting is designed to provide reasonable assurance to the Company's management and board of directors regarding the preparation and fair presentation of published financial statements and the reliability of financial reporting.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2012. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in *Internal Control – Integrated Framework*. We believe that, as of December 31, 2012, the Company's internal control over financial reporting was effective based on this criteria.

Tabriztchi & Co, the independent registered public accounting firm that audited our Consolidated Financial Statements included in this Report, audited the effectiveness of our internal control over financial reporting as of December 31, 2012, as stated in their report which is included in Part IV, Item 15 of this Report.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation of our controls performed during the year ended December 31, 2012 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. OTHER INFORMATION

Not applicable.

PART III

Item 10. DIRECTORS AND EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS; COMPLIANCE WITH SECTION 16(a) OF THE EXCHANGE ACT

The information required by this item is incorporated herein by reference to the sections captioned "Directors and Executive Officers," "Committees of the Board of Directors," and "Section 16(a) Beneficial Ownership Reporting Compliance" in our definitive Proxy Statement relating to our 2013 Annual Meeting of Stockholders.

Item 11. EXECUTIVE COMPENSATION.

The information required by this item is incorporated herein by reference to the section captioned "Executive Compensation" in our definitive Proxy Statement relating to our 2013 Annual Meeting of Stockholders.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The information required by this item is incorporated herein by reference to the sections captioned "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information" in our definitive Proxy Statement relating to our 2013 Annual Meeting of Stockholders.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

The information required by this item is incorporated herein by reference to the section captioned "Certain Relationships and Related Transactions" in our definitive Proxy Statement relating to our 2013 Annual Meeting of Stockholders.

Item 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.

The information required by this item is incorporated herein by reference to the section captioned "Ratification of Selection of Independent Registered Public Accounting Firm" in our definitive Proxy Statement relating to our 2013 Annual Meeting of Stockholders .

PART IV

Item 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

(a) The following documents are filed as part of this Report:

(1) Consolidated Financial Statements (See Index to Consolidated Financial Statements on page F-1)

(2) Financial Statement Schedules
All schedules to the consolidated financial statements are omitted as the required information is either inapplicable or presented in the consolidated financial statements

(3) Exhibits
The information required by this Item is set forth in the Exhibit Index hereto which is incorporated herein by reference.

(b) Exhibits
The information required by this Item is set forth in the Exhibit Index hereto which is incorporated herein by reference.

BIOSPECIFICS TECHNOLOGIES CORP.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2012

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Stockholders of
BioSpecifics Technologies Corp.

We have audited the accompanying consolidated balance sheets of BioSpecifics Technologies Corp. (the Company) as of December 31, 2012 and 2011, and the related consolidated statements of operations, stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2012. BioSpecifics Technologies Corp.'s management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of BioSpecifics Technologies Corp. as of December 31, 2012 and 2011, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2012 in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), BioSpecifics Technologies Corp.'s internal control over financial reporting as of December 31, 2012, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated March 14, 2013 expressed an unqualified opinion.

/s/ Tabriztchi & Co., CPA, P.C.
Garden City, NY
March 14, 2013

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and
Stockholders of
BioSpecifics Technologies Corp.

We have audited BioSpecifics Technologies Corp.'s internal control over financial reporting as of December 31, 2012 based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). BioSpecifics Technologies Corp's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, BioSpecifics Technologies Corp. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2012, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the balance sheets and the related statements of income, stockholders' equity and cash flows of BioSpecifics Technologies Corp. and our report dated March 14, 2013 expressed an unqualified opinion.

/s/ Tabriztchi & Co., CPA, P.C.
Garden City, NY
March 14, 2013

BioSpecifics Technologies Corp.
Consolidated Balance Sheet

	December 31, 2012	December 31, 2011
Assets		
Current assets:		
Cash and cash equivalents	$ 3,383,737	$ 3,196,831
Short term investments	5,120,000	5,000,000
Accounts receivable, net	5,082,360	3,236,917
Income tax receivable	51,070	244,720
Deferred tax asset	88,910	1,309,801
Prepaid expenses and other current assets	149,724	98,234
Total current assets	**13,875,801**	**13,086,503**
Deferred royalty buy-down	2,750,000	1,250,000
Deferred tax assets –long term	1,484,141	1,738,154
Patent costs, net	280,322	190,416
Total assets	**18,390,264**	**16,265,073**
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued expenses	512,866	601,002
Deferred revenue	133,524	437,099
Accrued liabilities of discontinued operations	78,138	78,138
Total current liabilities	**724,528**	**1,116,239**
Deferred revenue - license fees	207,390	276,520
Stockholders' equity:		
Series A Preferred stock, $.50 par value, 700,000 shares authorized; none outstanding	-	-
Common stock, $.001 par value; 10,000,000 shares authorized; 6,625,168 and 6,530,743 shares issued at December 31, 2012 and 2011, respectively	6,625	6,531
Additional paid-in capital	20,688,706	20,049,196
Accumulated deficit	(310,829)	(3,291,904)
Treasury stock, 260,632 and 194,604 shares at cost as of December 31, 2012 and 2011	(2,926,156)	(1,891,509)
Total stockholders' equity	**17,458,346**	**14,872,314**
Total liabilities and stockholders' equity	**$ 18,390,264**	**$ 16,265,073**

BioSpecifics Technologies Corp.
Consolidated Statements of Operations

	Years Ended December 31,		
	2012	**2011**	**2010**
Revenues:			
Net sales	$ 18,219	$ 21,998	$ 34,508
Royalties	9,155,654	6,314,959	2,320,729
Licensing revenue	1,971,205	5,012,102	3,026,111
Consulting fees	-	46,667	280,000
Total revenues	**11,145,078**	**11,395,726**	**5,661,348**
Costs and expenses:			
Research and development	1,249,755	972,078	1,223,931
General and administrative	4,774,828	5,231,881	6,470,449
Total costs and expenses	**6,024,583**	**6,203,959**	7,694,380
Operating income (loss)	**5,120,495**	**5,191,767**	**(2,033,032)**
Other income (expense):			
Interest income	34,634	55,780	86,310
Other	-	15,823	13,130
Qualifying Therapeutic Discovery Grant	-	-	426,403
	34,634	71,603	525,843
Income (loss) before benefit (expense) for income tax	5,155,129	5,263,370	(1,507,189)
Income tax benefit (expense)	(2,174,054)	1,338,256	(1,351)
Net income (loss)	**$ 2,981,075**	**$ 6,601,626**	**$ (1,508,540)**
Basic net income (loss) per share	**$ 0.47**	**$ 1.04**	**$ (0.24)**
Diluted net income (loss) per share	**$ 0.43**	**$ 0.95**	**$ (0.24)**
Shares used in computation of basic net income (loss) per share	**6,351,245**	**6,340,648**	**6,261,214**
Shares used in computation of diluted net income (loss) per share	**6,981,527**	**6,952,386**	**6,261,214**

BioSpecifics Technologies Corp.
Consolidated Statements of Cash Flows

	Years Ended December 31,		
Cash flows from operating activities:	**2012**	**2011**	**2010**
Net income (loss)	**$ 2,981,075**	**$ 6,601,626**	**$ (1,508,540)**
Adjustments to reconcile net income (loss) to net cash used in operating activities:			
Depreciation and amortization	64,190	50,685	18,949
Stock-based compensation expense	228,485	517,367	1,901,781
Deferred tax assets	1,474,904	(3,047,955)	-
Changes in operating assets and liabilities:			
Accounts receivable	(1,845,443)	(1,250,792)	(459,291)
Prepaid expenses and other current assets	142,160	(65,642)	(28,664)
Accounts payable and accrued expenses	(242,233)	(3,009,109)	24,394
Deferred revenue	(372,705)	(483,769)	(831,111)
Net cash provided by (used in) operating activities from continuing operations	**2,430,433**	**(687,589)**	**(882,482)**
Cash flows from investing activities:			
Maturities of marketable securities	5,070,000	5,360,970	4,548,541
Purchases of marketable securities	(5,190,000)	(5,000,000)	(5,360,970)
Payment for royalty buy down	(1,500,000)	-	-
Net cash provided by (used in) investing activities from continuing operations	**(1,620,000)**	**360,970**	**(812,429)**
Cash flows from financing activities:			
Proceeds from stock option exercises	148,425	82,450	673,375
Repurchases of common stock	(1,034,647)	(739,551)	(458,001)
Excess tax benefits from share-based payment arrangements	262,695	1,709,699	-
Net cash provided by (used in) financing activities from continuing operations	**(623,527)**	**1,052,598**	**215,374**
Increase (decrease) in cash and cash equivalents	186,906	725,979	(1,479,537)
Cash and cash equivalents at beginning of year	3,196,831	2,470,852	3,950,389
Cash and cash equivalents at end of year	**$ 3,383,737**	**$ 3,196,831**	**$ 2,470,852**
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			
Interest	$ -	$ -	$ -
Taxes	$ 232,000	$ 190,000	$ 9,851

Supplemental disclosures of non-cash transactions:
Under our agreement with Auxilium certain patent costs paid by Auxilium on behalf of the Company are creditable against future royalties. As of December 31, 2012 we accrued $179,901 related to this issue of which $64,190, $50,685 and $36,041were amortized in the 2012, 2011 and 2010 periods, respectively. The net patent amortization expense for 2010 was $18,339 due to a reduction of reimbursable patents fees under our agreement with Auxilium from prior periods.

See accompanying notes to consolidated financial statements

BioSpecifics Technologies Corp.
Consolidated Statement of Stockholders' Equity (Deficit)

	Shares	Amount	Additional Paid in Capital	Accumulated Deficit
Balances - December 31, 2009	**6,327,318**	**$ 6,327**	**$ 15,164,727**	**$ (8,384,990)**
Issuance of common stock under stock option plans	118,425	119	673,257	-
Stock compensation expense	-	-	1,901,781	-
Repurchases of common stock	-	-	-	-
Net loss	-	-	-	(1,508,540)
Balances - December 31, 2010	**6,445,743**	**$ 6,446**	**$ 17,739,765**	**$ (9,893,530)**
Issuance of common stock under stock option plans	85,000	85	82,365	-
Stock compensation expense	-	-	517,367	-
Repurchases of common stock	-	-	-	-
Excess tax benefits from share-based payment arrangements	-	-	1,709,699	-
Net profit	-	-	-	6,601,626
Balances - December 31, 2011	**6,530,743**	**$ 6,531**	**$ 20,049,196**	**$ (3,291,904)**
Issuance of common stock under stock option plans	94,425	94	148,330	-
Stock compensation expense	-	-	228,485	-
Repurchases of common stock	-	-	-	-
Excess tax benefits from share-based payment arrangements	-	-	262,695	-
Net profit	-	-	-	2,981,075
Balances - December 31, 2012	**6,625,168**	**$ 6,625**	**$ 20,688,706**	**$ (310,829)**

	Treasury Stock	Shareholder Equity Total
Balances - December 31, 2009	**$ (693,957)**	**$ 6,092,107**
Issuance of common stock under stock option plans	-	673,376
Stock compensation expense	-	1,901,781
Repurchases of common stock	(458,001)	(458,001)
Net loss	-	(1,508,540)
Balances - December 31, 2010	**$ (1,151,958)**	**$ 6,700,723**
Issuance of common stock under stock option plans	-	82,450
Stock compensation expense	-	517,367
Repurchases of common stock	(739,551)	(739,551)
Excess tax benefits from share-based payment arrangements	-	1,709,699
Net profit	-	6,601,626
Balances - December 31, 2011	**$ (1,891,509)**	**$ 14,872,314**
Issuance of common stock under stock option plans	-	148,424
Stock compensation expense	-	228,485
Repurchases of common stock	(1,034,647)	(1,034,647)
Excess tax benefits from share-based payment arrangements	-	262,695
Net profit	-	2,981,075
Balances - December 31, 2012	**$ (2,926,156)**	**$ 17,458,346**

BIOSPECIFICS TECHNOLOGIES CORP.

Notes to Consolidated Financial Statements
December 31, 2012, 2011 and 2010

1. ORGANIZATION AND DESCRIPTION OF BUSINESS

We are a biopharmaceutical company involved in the development of an injectable collagenase for multiple indications. We have a development and license agreement with Auxilium Pharmaceuticals, Inc. ("Auxilium") for injectable collagenase (which Auxilium has named XIAFLEX ® (collagenase clostridium histolyticum)) for clinical indications in Dupuytren's contracture, Peyronie's disease, frozen shoulder (*adhesive capsulitis*) and cellulite (*edematous fibrosclerotic panniculopathy*). Auxilium has an option to acquire additional indications that we may pursue, including human and canine lipoma. Auxilium is currently selling XIAFLEX in the U.S. for the treatment of Dupuytren's contracture. Auxilium has an agreement with Pfizer, Inc. ("Pfizer") pursuant to which Pfizer has marketing rights for XIAPEX ® (the EU trade name for collagenase clostridium histolyticum) for Dupuytren's contracture and Peyronie's disease in Europe and certain Eurasian countries until April 24, 2013. In addition, Auxilium has an agreement with Asahi Kasei Pharma Corporation ("Asahi") pursuant to which Asahi has the right to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Japan. Auxilium also has an agreement with Actelion Pharmaceuticals Ltd. ("Actelion") pursuant to which Actelion has the right to commercialize XIAFLEX for the treatment of Dupuytren's contracture and Peyronie's disease in Canada, Australia, Brazil and Mexico. Auxilium has been granted a Notice of Compliance (approval) by Health Canada for XIAFLEX for the treatment of Dupuytren's contracture in adults with a palpable cord in Canada.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The audited consolidated financial statements include the accounts of the Company and its subsidiary, Advance Biofactures Corp. ("ABC-NY").

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles requires the use of management's estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Cash, Cash Equivalents and Short-term Investments

Cash, cash equivalents and short-term investments are stated at market value. Cash equivalents include only securities having a maturity of three months or less at the time of purchase. The Company limits its credit risk associated with cash, cash equivalents and short-term investments by placing its investments with banks it believes are highly creditworthy and with highly rated money market funds, U.S. government securities, or short-term commercial paper.

Fair Value Measurements

Management believes that the carrying amounts of the Company's financial instruments, including cash, cash equivalents, short-term investments, accounts receivable, accounts payable and accrued expenses approximate fair value due to the short-term nature of those instruments.

Concentration of Credit Risk and Major Customers

The Company maintains bank account balances, which, at times, may exceed insured limits. The Company has not experienced any losses with these accounts and believes that it is not exposed to any significant credit risk on cash.

The Company maintains its investment in FDIC insured certificates of deposits with several banks.

At December 31, 2012, the accounts receivable balance of $5.1 million was primarily from two customers, comprising of $2.9 million (57% of total) from DFB Biotech, Inc. and $2.1 million (41% of total) from Auxilium Pharmaceutical, Inc.

The Company has been dependent in each year on a two customers who generate almost all its revenues. In the year ended December 31, 2012, the licensing and royalty revenues from Auxilium Pharmaceutical, Inc. were $8.2 million (74% of total) and royalties and consulting revenues from DFB Biotech, Inc. were $2.9 million (26% of total).

Revenue Recognition

We currently recognize revenues resulting from product sales, the licensing and sublicensing of the use of our technology and from services we sometimes perform in connection with the licensed technology under the guidance of Accounting Standards Codification 605, *Revenue Recognition* ("ASC 605").

If we determine that separate elements exist in a revenue arrangement under ASC 605, we recognize revenue for delivered elements only when the fair values of undelivered elements are known, when the associated earnings process is complete, when payment is reasonably assured and, to the extent the milestone amount relates to our performance obligation, when our customer confirms that we have met the requirements under the terms of the agreement.

Revenues, and their respective treatment for financial reporting purposes, are as follows:

Product Sales

We recognize revenue from product sales when there is persuasive evidence that an arrangement exists, title passes, the price is fixed or determinable and collectability is reasonably assured. No right of return exists for our products except in the case of damaged goods. To date, we have not experienced any significant returns of our products.

Net sales include the sales of the collagenase for laboratory use that are recognized at the time the product is shipped to customers for laboratory use.

Royalty/Mark-Up on Cost of Goods Sold / Earn-Out Revenue

For those arrangements for which royalty, mark-up on cost of goods sold or earn-out payment information becomes available and collectability is reasonably assured, we recognize revenue during the applicable period earned. For interim quarterly reporting purposes, when collectability is reasonably assured but a reasonable estimate of royalty, mark-up on cost of goods sold or earn-out payment revenues cannot be made, the royalty, mark-up on cost of goods sold or earn-out payment revenues are generally recognized in the quarter that the applicable licensee provides the written report and related information to us.

Under the Auxilium Agreement, we do not participate in the selling, marketing or manufacturing of products for which we receive royalties and a mark-up of the cost of goods sold revenues. The royalty and mark-up on cost of goods sold revenues will generally be recognized in the quarter that Auxilium provides the written reports and related information to us, that is, royalty and mark-up on cost of goods sold revenues are generally recognized one quarter following the quarter in which the underlying sales by Auxilium occurred. The royalties payable by Auxilium to us are subject to set-off for certain patent costs.

Under the DFB Agreement, pursuant to which we sold our topical collagenase business to DFB, we have the right to receive earn-out payments in the future based on sales of certain products. Generally, under the DFB Agreement we would receive payments and a report within ninety (90) days from the end of each calendar year after DFB has sold the royalty-bearing product. Currently, DFB is providing us earn-out reports on a quarterly basis.

Licensing Revenue

We include revenue recognized from upfront licensing, sublicensing and milestone payments in "License Revenues" in our consolidated statements of operations in this Report.

Upfront License and Sublicensing Fees

We generally recognize revenue from upfront licensing and sublicensing fees when the agreement is signed, we have completed the earnings process and we have no ongoing performance obligation with respect to the arrangement. Nonrefundable upfront technology license for product candidates for which we are providing continuing services related to product development are deferred and recognized as revenue over the development period.

Milestones

Milestones, in the form of additional license fees, typically represent nonrefundable payments to be received in conjunction with the achievement of a specific event identified in the contract, such as completion of specified development activities and/or regulatory submissions and/or approvals. We believe that a milestone represents the culmination of a distinct earnings process when it is not associated with ongoing research, development or other performance on our part. We recognize such milestones as revenue when they become due and collection is reasonably assured. When a milestone does not represent the culmination of a distinct earnings process, we recognize revenue in a manner similar to that of an upfront license fee.

The timing and amount of revenue that we recognize from licenses of technology, either from upfront fees or milestones where we are providing continuing services related to product development, is primarily dependent upon our estimates of the development period. We define the development period as the point from which research activities commence up to regulatory approval of either our, or our partners' submission assuming no further research is necessary. As product candidates move through the development process, it is necessary to revise these estimates to consider changes to the product development cycle, such as changes in the clinical development plan, regulatory requirements, or various other factors, many of which may be outside of our control. Should the U.S. Food and Drug Administration or other regulatory agencies require additional data or information, we would adjust our development period estimates accordingly. The impact on revenue of changes in our estimates and the timing thereof is recognized prospectively over the remaining estimated product development period.

Consulting and Technical Assistance Services

We recognize revenues from consulting and technical assistance contracts primarily as a result of our DFB Agreement and Auxilium Agreement. Consulting revenues are recognized ratably over the term of the contract. The consulting and technical assistance obligations to DFB expired in March 2011.

Treasury Stock

The Company accounts for treasury stock under the cost method and includes treasury stock as a component of stockholders' equity.

Further, ASC 718 requires that employee stock-based compensation costs to be recognized over the requisite service period, or the vesting period, in a manner similar to all other forms of compensation paid to employees. The allocation of employee stock-based compensation costs to each operating expense line are estimated based on specific employee headcount information at each grant date and estimated stock option forfeiture rates and revised, if necessary, in future periods if actual employee headcount information or forfeitures differ materially from those estimates. As a result, the amount of employee stock-based compensation costs we recognize in each operating expense category in future periods may differ significantly from what we have recorded in the current period.

Receivables, Deferred Revenue and Allowance for Doubtful Accounts

Trade accounts receivable are stated at the amount the Company expects to collect. We maintain allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. We consider the following factors when determining the collectability of specific customer accounts: customer credit-worthiness, past transaction history with the customer, current economic industry trends, and changes in customer payment terms. Our accounts receivable balance is typically due from its two large pharmaceutical customers. These companies have historically paid timely and have been financially stable organizations. Due to the nature of the accounts receivable balance, we believe the risk of doubtful accounts is minimal. If the financial condition of our customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. We provide for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after we have used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Accounts receivable as of December 31, 2012 is approximately $5.1 million, which consists of approximately $2.9 million due from DFB in accordance with the earn-out under the DFB Agreement and approximately $2.1 million in royalties and mark-up on costs of goods sold due from Auxilium in accordance with the terms of the Auxilium Agreement. Deferred revenue of $0.3 million consist of licensing fees related to the cash payments received under the Auxilium Agreement in prior years and amortized over the expected development period of certain indications for XIAFLEX. We recorded no material bad debt expense in each of the last three years. The allowance for doubtful accounts balance was $30,095 and $30,581, at December 31, 2012 and 2011, respectively.

Reimbursable Third Party Development Costs

We accrued patent expenses for research and development that are reimbursable by us under the Auxilium Agreement. We capitalize certain patent costs related to estimated third party development costs that are reimbursable under the Auxilium Agreement. In August 2011, through the amendment and restatement of our development and license agreement with Auxilium, we have clarified the rights and responsibilities of the joint development of XIAFLEX. We resolved what had been an on-going dispute with Auxilium concerning the appropriate amount of creditable third party development expenses related to the lyophilization of the injection formulation and certain patent expenses for research and development costs that are reimbursable under the Auxilium Agreement. We agreed and have reimbursed Auxilium by offsetting future royalties payable for the amount invoiced us for third party development costs related to the development of the lyophilization of the injection formulation. We do not expect any additional third party development cost related to the lyophilization of the injection formulation.

As of December 31, 2012 our net reimbursable third party patent costs accrual was approximately $0.2 million.

Royalty Buy-Down

On March 31, 2012, we entered into an amendment to our existing agreement, dated August 27, 2008, related to our future royalty obligations for Peyronie's disease. The amendment enables us to buy down a portion of our future royalty obligations in exchange for an initial cash payment of $1.5 million and five additional cash payments payable upon the occurrence of a milestone event.

As of December 31, 2012, we have capitalized $2.75 million related to this agreement which will be amortized over approximately five years beginning on the date of the first commercial sale of XIAFLEX for the treatment of Peyronie's disease, which represents the period estimated to be benefited using the straight-line method. In accordance with Accounting Standards Codification 350, *Intangibles, Goodwill and Other*, the Company amortizes intangible assets with finite lives in a manner that reflects the pattern in which the economic benefits of the assets are consumed or otherwise used up. If that pattern cannot be reliably determined, the assets are amortized using the straight-line method.

Research and Development Expenses

Research and development expenses include, but are not limited to, internal costs, such as salaries and benefits, costs of materials, lab expense, facility costs and overhead. Research and development ("R&D") expenses also consist of third party costs, such as medical professional fees, product costs used in clinical trials, consulting fees and costs associated with clinical study arrangements. We may fund R&D at medical research institutions under agreements that are generally cancelable. All of these costs are charged to R&D as incurred, which may be measured by percentage of completion, contract milestones, patient enrollment, or the passage of time.

Clinical Trial Expenses

Our cost accruals for clinical trials are based on estimates of the services received and efforts expended pursuant to contracts with various clinical trial centers and clinical research organizations. In the normal course of business we contract with third parties to perform various clinical trial activities in the ongoing development of potential drugs. The financial terms of these agreements are subject to negotiation and vary from contract to contract and may result in uneven payment flows. Payments under the contracts depend on factors such as the achievement of certain events, the successful enrollment of patients, the completion of portions of the clinical trial, or similar conditions. The objective of our accrual policy is to match the recording of expenses in our financial statements to the actual cost of services received and efforts expended. As such, expenses related to each patient enrolled in a clinical trial are recognized ratably beginning upon entry into the trial and over the course of the patient's continued participation in the trial. In the event of early termination of a clinical trial, we accrue an amount based on our estimate of the remaining non-cancelable obligations associated with the winding down of the clinical trial. Our estimates and assumptions could differ significantly from the amounts that may actually be incurred.

Income Taxes

Deferred tax assets and liabilities are recognized based on the expected future tax consequences, using current tax rates, of temporary differences between the financial statement carrying amounts and the income tax basis of assets and liabilities. A valuation allowance is applied against any net deferred tax asset if, based on the weighted available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

We use the asset and liability method of accounting for income taxes, as set forth in Accounting Standards Codification 740-10-25-2. Under this method, deferred income taxes, when required, are provided on the basis of the difference between the financial reporting and income tax basis of assets and liabilities at the statutory rates enacted for future periods. In accordance with Accounting Standards Codification 740-10-45-25, *Income Statement Classification of Interest and Penalties*, we classify interest associated with income taxes under interest expense and tax penalties under other.

Stock Based Compensation

The Company has two stock-based compensation plans in effect which are described more fully in Note 9. Accounting Standards Codification 718, *Compensation - Stock Compensation* ("ASC 718") requires the recognition of compensation expense, using a fair-value based method, for costs related to all share-based awards including stock options and common stock issued to our employees and directors under our stock plans. It requires companies to estimate the fair value of share-based awards on the date of grant using an option-pricing model. The value of the portion of the award that is ultimately expected to vest is recognized as expense on a straight-line basis over the requisite service periods in our Consolidated Statements of Operations.

Under the ASC 718, we estimate the fair value of our employee stock awards at the date of grant using the Black-Scholes option-pricing model, which requires the use of certain subjective assumptions. The most significant of these assumptions are our estimates of the expected volatility of the market price of our stock and the expected term of an award. When establishing an estimate of the expected term of an award, we consider the vesting period for the award, our recent historical experience of employee stock option exercises (including forfeitures) and the expected volatility. When there is uncertainty in the factors used to determine the expected term of an award, we use the simplified method. As required under the accounting rules, we review our valuation assumptions at each grant date and, as a result, our valuation assumptions used to value employee stock-based awards granted in future periods may change. The company granted 15,000 stock options during the 2012 period and none in the 2011 period.

Further, ASC 718 requires that employee stock-based compensation costs to be recognized over the requisite service period, or the vesting period, in a manner similar to all other forms of compensation paid to employees. The allocation of employee stock-based compensation costs to each operating expense line are estimated based on specific employee headcount information at each grant date and estimated stock option forfeiture rates and revised, if necessary, in future periods if actual employee headcount information or forfeitures differ materially from those estimates. As a result, the amount of employee stock-based compensation costs we recognize in each operating expense category in future periods may differ significantly from what we have recorded in the current period.

Stock-based compensation expense recognized under ASC 718 was as follows:

	December 31,		
	2012	2011	2010
Research and development	$ 171,217	$ 96,849	$ 109,385
General and administrative	57,268	420,518	1,792,396
Total stock-based compensation expense	**$ 228,485**	**$ 517,367**	**$ 1,901,781**

We account for stock options granted to persons other than employees or directors at fair value using the Black-Scholes option-pricing model in accordance with Accounting Standards Codification 505-50, *Equity Based Payments to Non-Employees* ("ASC 505-50"). Stock options granted to such persons and stock options that are modified and continue to vest when an employee has a change in employment status are subject to periodic revaluation over their vesting terms. We recognize the resulting stock-based compensation expense during the service period over which the non-employee provides services to us. The stock-based compensation expense related to non-employee consultants for the years ended December 31, 2012, 2011 and 2010 was $109,479, zero, and $685,096, respectively.

Property, Plant and Equipment

Property, plant and equipment are stated at cost, less accumulated depreciation. Machinery and equipment, furniture and fixtures, and autos are depreciated on the straight-line basis over their estimated useful lives of 5 to 10 years.

Patent Costs

We amortize intangible assets with definite lives on a straight-line basis over their estimated useful lives, ranging from 2 to 8 years, and review for impairment on a quarterly basis and when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable.

As of December 31, 2012, the Company's capitalized costs related to certain patents paid by Auxilium on behalf of the Company and are reimbursable to Auxilium under the Auxilium Agreement. These patent costs are creditable against future royalty revenues. At December 31, net patent costs consisted of:

	2012	2011	2010
Patents, net	$ 280,322	$ 190,416	$ 173,443

The amortization expense for patents was $64,190, $50,685 and $36,041, for the years ended December 31, 2012, 2011 and 2010. The net patent amortization expense for 2010 was $18,339 due to a reduction of reimbursable patents fees under the Auxilium Agreement from prior periods. The estimated aggregate amortization expense for each of the next five years is as follows:

2013	$ 64,000
2014	53,000
2015	25,000
2016	20,000
2017	20,000

Income Taxes

In accordance with Accounting Standards Codification 740-10-45-25, *Income Statement Classification of Interest and Penalties* ("ASC 740-10-45-25") we classify interest associated with income taxes under interest expense and tax penalties under other.

Qualifying Therapeutic Discovery Project Program

In November 2010, we were notified that we had been awarded a total cash grant of approximately $426,000 under the Qualifying Therapeutic Discovery Project program administered under section 48D of the Internal Revenue Code, of which approximately $102,000 relates to qualifying expenses we had previously incurred during the 2009 fiscal year which was received during the fourth quarter of fiscal 2010. The remainder of the grant of approximately $324,000 was received in February 2011 based on qualifying expenses that we incurred during the 2010 fiscal year. In the 2010 period, we recognized the full $426,000 of the grant since we had already incurred all of the qualifying expenses. Since this program is non-recurring, we elected to classify this revenue as other income in the Consolidated Statement of Operations.

Future Impact of Recently Issued Accounting Standards

In June 2011, the Financial Accounting Standards Board (FASB) issued a new standard on the presentation of comprehensive income. The new standard eliminated the current alternative to report other comprehensive income and its components in the statement of changes in equity. Under the new standard, companies can elect to present items of net income and other comprehensive income in one continuous statement or in two separate, but consecutive statements. We adopted the provisions of this standard during the first quarter of 2012.

In July 2012, the FASB issued a new standard which amends the guidance on testing indefinite-lived intangible assets, other than goodwill. The new standard allows companies an option to first assess qualitative factors to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired as a basis for determining if it is necessary to perform a quantitative assessment and calculate the fair value of the asset. Under the new standard, a company is no longer required to calculate the fair value of an indefinite-lived intangible asset unless the company determines, based on the qualitative assessment, that it is more likely than not impaired. The new standard is effective for annual and interim impairment tests performed in fiscal years beginning after September 15, 2012, with early adoption permitted. We do not expect a material impact with the adoption of this new standard.

3. FAIR VALUE MEASUREMENTS

The authoritative literature for fair value measurements established a three-tier fair value hierarchy, which prioritizes the inputs in measuring fair value. These tiers are as follows: Level 1, defined as observable inputs such as quoted market prices in active markets; Level 2, defined as inputs other than the quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as significant unobservable inputs (entity developed assumptions) in which little or no market data exists.

As of December 31, 2012, the Company held certain investments that are required to be measured at fair value on a recurring basis. The following tables present the Company's fair value hierarchy for these financial assets as of December 31, 2012, 2011 and 2010:

December 31, 2012	**Fair Value**	**Level 1**	**Level 2**	**Level 3**
Cash and cash equivalents	$ 3,383,737	$ 3,383,737	-	-
Certificates of Deposit	5,120,000	5,120,000	-	-
December 31, 2011	**Fair Value**	**Level 1**	**Level 2**	**Level 3**
Cash and cash equivalents	$ 3,196,831	$ 3,196,831	-	-
Certificates of Deposit	5,000,000	5,000,000	-	-
December 31, 2010	**Fair Value**	**Level 1**	**Level 2**	**Level 3**
Cash and cash equivalents	$ 2,470,852	$ 2,470,852	-	-
Certificates of Deposit	5,360,970	5,360,970	-	-

4. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income (loss) by the weighted-average number of common shares outstanding during the period. Diluted earnings per share is computed by dividing net income by the weighted-average number of common shares outstanding during the period increased to include all additional common shares that would have been outstanding assuming potentially dilutive common shares, resulting from option exercises, had been issued and any proceeds thereof used to repurchase common stock at the average market price during the period. In periods in which there is a net loss, potentially dilutive common shares are excluded from the computation of diluted earnings per share as their effect would be anti-dilutive.

	2012	2011	2010
Net income (loss) for diluted computation	$ 2,981,075	$ 6,601,626	$ (1,508,540)
Weighted average shares:			
Basic	6,351,245	6,340,648	6,261,214
Effect of dilutive securities:			
Stock options	630,282	611,738	-
Diluted	6,981,527	6,952,386	6,261,214
Net income (loss) Per Share:			
Basic	**$ 0.47**	**$ 1.04**	**$ (0.24)**
Diluted	**$ 0.43**	**$ 0.95**	**$ (0.24)**

For the year ended December 31, 2010, 912,001 of potential common shares were excluded from the diluted loss per share calculation because their effect was anti-dilutive as a result of the Company's net loss.

5. INVENTORIES, NET

None.

6. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment from continuing operations consist of:

	December 31,		
	2012	2011	2010
Machinery and equipment	$ 562,610	$ 562,610	$ 562,610
Furniture and fixtures	91,928	91,928	91,928
Leasehold improvements	1,185,059	1,185,059	1,185,059
	1,839,597	1,839,597	1,839,597
Less accumulated depreciation and amortization	(1,839,597)	(1,839,597)	(1,839,597)
	$ -	$ -	$ -

Total depreciation expense amounted to zero for each calendar year 2012, 2011 and 2010, respectively.

7. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Accounts payable and accrued liabilities consist of the following:

	December 31,		
	2012	2011	2010
Trade accounts payable and accrued expenses	$ 304,635	$ 407,954	$ 674,917
Accrued legal and other professional fees	61,147	50,000	77,442
Accrued payroll and related costs	147,084	143,048	140,725
	$ 512,866	$ 601,002	$ 893,084

8. INCOME TAXES

The provision for income taxes consists of the following:

Year ended December 31,

	2012	2011	2010
Current taxes:			
Federal	$ 686,968	$ -	$ -
State	12,182	3,525	1,351
Total current taxes	699,150	3,525	1,351
Deferred taxes:			
Federal	1,134,532	(1,219,190)	-
State	340,372	(122,593)	-
Total deferred taxes	1,474,904	(1,341,783)	-
Total provision for income taxes	$ 2,174,054	$ (1,338,258)	$ 1,351

The effective income tax rate of the Company differs from the federal statutory tax rate of 34% due to the following items:

Year ended December 31,

	2012	2011	2010
Statutory rate	34.00%	34.0%	34.0%
State income taxes, net of federal income tax benefit	0.16%	7.1%	5.0%
Stock-based compensation	1.51%	4.0%	(42.8)%
Change in effective state tax rate	6.59%	-	-
Other, net	(0.08)%	(5.9)%	21.4%
Increase (decrease) in valuation allowance	-	(64.6)%	(17.6)%
Effective tax rate (benefit)	42.18%	(25.4%)	-

The effective rate reconciliation includes the permanent differences and changes in valuation allowance for windfalls, stock-based compensation, and net operating loss.

Deferred income taxes reflect the tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. The components of deferred income tax assets and liabilities are as follows:

Year ended December 31,

	2012	2011	2010
Tax credit carry forward	$ -	$ 1,027,633	$ 1,027,633
Deferred revenues	132,514	293,297	466,981
Other	27,322	17,253	-
Options	1,413,214	1,687,780	1,757,303
Net operating loss carry forward	-	21,992	350,617
Net deferred tax assets before valuation allowance	1,573,050	3,047,955	3,602,534
Valuation allowance	-	-	(3,602,534)
Net deferred tax asset	**$ 1,573,050**	**$ 3,047,955**	**$ -**

Company considers all available information, including operating results, ongoing tax planning, and forecasts of future taxable income. Our valuation allowance as of December 31, 2010 related primarily to Federal Orphan Drug Tax Credit and net operating loss carryforwards. Based on the results of our operations in 2010 and 2011, the growth in the market for XIAFLEX, and the trend in actual and anticipated royalty income, we had determined that it was more likely than not that the benefit of our deferred tax assets would be realized. Consequently, in 2011, we eliminated the valuation allowance of $3.6 million.

Stock-based compensation, recorded in the Company's financial statements is non-deductible for tax purposes and increases the Company's effective tax rate. Deferred tax assets, including those associated with stock based compensation, are reviewed and adjusted for apportionment and potential tax rates changes in various jurisdictions. In 2012, our tax assets related to stock-based compensation decreased by $0.3 million, due to a reduction in our estimated state tax apportionment rate.

Federal and state net operating losses from the exercise of employee stock options are not recorded on the Company's consolidated statements. Federal and state net operating loss carryforwards that result from the exercise of employee stock options are accounted for as a credit to tax assets from stock based compensation and additional paid-in capital if and when realized through a reduction in income taxes payable. We recognized $0.8 million, $0.7 million and $2.0 million of tax deductible expenses from the exercise of non-qualified or a disqualified disposition of incentive stock options, in 2012, 2011 and 2010 respectively.

In 2012, we used $1.0 million of our Orphan Drug tax credit to reduce our federal income tax payable. We recognized the tax effect of $0.8 million related to the exercise of nonqualified options in our financial statements, which lowered our taxes payable by $0.3 million, reduced our tax assets related to non-qualified stock options by $32,000 and increased additional paid in capital by $0.3 million. Additionally, we utilized tax assets from our federal and state net operating loss carryforwards of $16,000 and deferred licensing revenue of $0.1 million to reduce our taxes payable. Because our state net operating losses of $4.2 million exceeded our federal net operating losses of $47,000 we set up a valuation allowance of $0.3 million against our tax asset of our state net operating loss carryforwards.

As of December 31, 2012, the Company believes that there are no significant uncertain tax positions, and no amounts have been recorded for interest and penalties. The Company does not expect that it would be required to record a liability related to an uncertain tax position.

9. STOCKHOLDERS' EQUITY

Stock Option Plans

In July 1997, the Company's stockholders approved a stock option plan (the "1997 Plan") for eligible key employees, directors, independent agents, and consultants who make a significant contribution toward the Company's success and development and to attract and retain qualified employees which expired in July 2007. Under the 1997 Plan, qualified incentive stock options and non-qualified stock options may be granted to purchase up to an aggregate of 500,000 shares of the Company's common stock, subject to certain anti-dilution provisions. The exercise price per share of common stock may not be less than 100% (110% for qualified incentive stock options granted to stockholders owning at least 10% of common shares) of the fair market value of the Company's common stock on the date of grant. In general, the options vest and become exercisable in four equal annual installments following the date of grant, although the Company's board of directors, at its discretion, may provide for different vesting schedules. The options expire ten years (five years for qualified incentive stock options granted to stockholders owning at least 10% of common shares) after such date. The Company filed with the Securities and Exchange Commission a Registration Statement on Form S-8 for the 1997 Plan on September 26, 1997 to register these securities. In accordance with terms of the 1997 Plan, no options were granted ten years after the effective date of the 1997 Plan, or July 2007. In July 2007, approximately 231,000 stock options expired unissued, and there are no shares available for grant remaining under the 1997 Plan. As of December 31, 2012 there were zero options outstanding under the 1997 Plan.

In August 2001, the Company's stockholders approved a stock option plan (the "2001 Plan"), with terms similar to the 1997 Plan. The 2001 Plan authorizes the granting of awards of up to an aggregate of 750,000 shares of the Company's common stock, subject to certain anti-dilution provisions. On December 16, 2003, stockholders approved an amendment to the 2001 Plan, which increased the number of shares authorized for grant from 750,000 shares to 1,750,000 shares, an increase of 1,000,000 shares. On June 17, 2009, our stockholders approved an amendment to the 2001 Plan to extend the term of the 2001 Plan from April 6, 2011 to April 23, 2019 and to authorize an additional 300,000 shares of our common stock for issuance under the 2001 Plan. A total of 2,050,000 shares of common stock are now authorized for issuance under the amended 2001 Plan. The Company filed with the Securities and Exchange Commission a Registration Statement on Form S-8 for the 2001 Plan on October 5, 2007 and on July 15, 2009 as amended to register these securities. As of December 31, 2012 options to purchase 1,182,000 shares of common stock were outstanding under the 1997 Plan and 2001 Plan, and a total of 254,098 shares remain available for grant under the 2001 Plan.

The summary of the stock options activity is as follows for year ended:

	Shares	Weighted Average Exercise Price
Outstanding at December 31, 2011	1,261,425	$ 8.27
2012		
Options granted	15,000	$ 15.75
Options exercised	(94,425)	1.57
Options canceled or expired	--	--
Outstanding at end of year	1,182,000	8.90
Options exercisable at year end	1,102,000	7.90
Shares available for future grant	254,098	--

The following table summarizes information relating to stock options by exercise price at December 31, 2012:

Option Exercise Price	Outstanding Shares	Weighted Average Life (years)	Weighted Average Exercise Price	Exercisable Shares	Weighted Average Option Price
$ 0.83 - 2.00	497,500	3.10	$ 1.01	497,500	$ 1.01
4.00 - 6.00	242,000	4.41	4.69	242,000	4.69
13.00 - 16.00	140,000	5.80	13.75	140,000	13.75
17.00 - 18.99	70,000	5.93	17.69	60,000	17.61
19.00 - 21.00	112,500	5.75	20.57	62,500	20.23
26.00 - 28.00	45,000	6.68	26.43	45,000	26.43
29.00 - 31.00	75,000	6.88	29.53	55,000	29.64
	1,182,000	4.49	$ 8.90	1,102,000	$ 7.90

We granted 15,000 stock options during 2012. The weighted-average grant-date fair value for options granted during 2012 was $15.75 per share. During the 2012, 2011 and 2010, $148,425, $82,450 and $673,375 were received from stock options exercised by employees, respectively. The aggregate intrinsic value of options outstanding and exercisable as of December 31, 2012 was approximately $8.0 million. Aggregate intrinsic value represents the total pre-tax intrinsic value, based on the closing price of our common stock of $14.95 on December 30, 2012, which would have been received by the option holders had all option holders exercised their options as of that date. Total unrecognized compensation cost related to non-vested stock options outstanding as of December 31, 2012 was approximately $26,000 which we expect to recognize over a weighted-average period of 0.3 years.

10. COMMITMENTS AND CONTINGENCIES

Lease Agreements

Our corporate headquarters are currently located at 35 Wilbur St., Lynbrook, NY 11563. As previously reported, our previous lease for our headquarters terminated on June 30, 2010. Our subsidiary, ABC-NY (together with the Company, the "Tenant") and Wilbur St. Corp. (the "Landlord") were parties to a lease agreement initially dated as of January 30, 1998 and modified as of June 24, 2009 (the "Lease Agreement"), pursuant to which the Landlord leased to the Tenant the premises located at 35 Wilbur Street, Lynbrook, NY 11563 (the "Premises") until June 30, 2010 and for a monthly rental price of $11,250 plus utilities and real estate taxes. Following the expiration of the Lease Agreement, the Tenant continued to lease the Premises from the Landlord on a month-to-month basis. We notified the Landlord of our termination of the Lease Agreement effective March 31, 2011, but continue to hold over in the Premises.

The Company's operations are principally conducted on leased premises. Future minimum annual rental payments required under non-cancelable operating leases are zero.

Rent expense under all operating leases amounted to approximately $135,000, $135,000 and $136,250 for calendar year 2012, 2011 and 2010.

11. RELATED PARTY TRANSACTIONS

As described above in Note 10, the Tenant and the Landlord were parties to the Lease Agreement. Following the expiration of the Lease Agreement, the Tenant continued to lease the Premises from the Landlord on a month-to-month basis. We notified the Landlord of our termination of the Lease Agreement effective March 31, 2011, but continue to hold over in the Premises.

12. EMPLOYEE BENEFIT PLANS

ABC-NY has a 401(k) Profit Sharing Plan for employees who meet minimum age and service requirements. Contributions to the plan by ABC-NY are discretionary and subject to certain vesting provisions. The Company made no contributions to this plan for calendar years 2012, 2011 or 2010.

13. SUBSEQUENT EVENTS

In January 2013, Auxilium expanded the field of its license for injectable collagenase to include the potential treatment of adult patients with cellulite by exercising its exclusive option under our development and license agreement. As a result of this exercise, we received a license fee payment of $500,000 from Auxilium. We paid a portion of this payment to the Research Foundation of the State University of New York at Stony Brook pursuant to the terms of our in-licensing agreement described above in the "In-Licensing and Royalty Agreements" section under the heading "Cellulite". Auxilium's exercise of this option follows its fourth quarter 2012 announcement of top-line 30-day data from the phase Ib study of XIAFLEX for the potential treatment of adult patients with cellulite, in which all doses of XIAFLEX were generally well-tolerated. These data support the progression into a phase IIa clinical trial in cellulite, which Auxilium plans to initiate in the second half of 2013.

We have evaluated subsequent events for recognition or disclosure through the time of filing these consolidated financial statements on Form 10-K with the U.S. Securities and Exchange Commission on March 14, 2013.

14. SELECTED QUARTERLY DATA (Unaudited)

The following table sets forth certain unaudited quarterly data for each of the four quarters in the years ended December 31, 2012 and 2011. The data has been derived from the Company's unaudited consolidated financial statements that, in management's opinion, include all adjustments (consisting of normal recurring adjustments) necessary for a fair presentation of such information when read in conjunction with the Consolidated Financial Statements and Notes thereto. The results of operations for any quarter are not necessarily indicative of the results of operations for any future period.

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Year ended December 31, 2012				
Net revenues	$ 2,586,748	$ 2,601,834	$ 2,448,225	$ 3,508,271
Operating profit	1,248,474	1,047,562	779,527	2,044,932
Net income	742,390	666,682	471,047	1,100,956
Basic earnings per share	$ 0.12	$ 0.11	$ 0.07	$ 0.17
Diluted earnings per share	$ 0.11	$ 0.10	$ 0.07	$ 0.16

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Year ended December 31, 2011				
Net revenues	$ 1,856,915	$ 5,008,824	$ 1,921,395	$ 2,608,592
Operating profit	135,323	3,320,009	452,100	1,284,335
Net income	3,691,123	2,569,341	268,836	71,326
Basic earnings per share	$ 0.59	$ 0.40	$ 0.04	$ 0.01

EXHIBIT INDEX

The documents listed below are being filed or have previously been filed on behalf of the Company and are incorporated herein by reference from the documents indicated and made a part hereof. Exhibits not identified as previously filed are filed herewith:

Exhibit Number	*Description*
3.1	Registrant's Certificate of Incorporation, as amended (incorporated by reference to Exhibit 3.1 of the Registrant's Form 10-KSB filed with the Commission on March 2, 2007)
3.2	Registrant's Amended and Restated By-laws (incorporated by reference to Exhibit 3.2 of the Registrant's Form 10-KSB filed with the Commission on March 2, 2007)
4.1	Rights Agreement dated as of May 14, 2002 (incorporated by reference as Exhibit 1 to the Registrant's Form 8-A filed with the Commission on May 30, 2002)
4.2	Amendment No. 1 to Rights Agreement, dated June 19, 2003 (incorporated by reference to Exhibit 10.19 of the Registrant's Form 10-KSB filed with the Commission on March 2, 2007)
4.3	Amendment No. 2 to Rights Agreement, dated as of February 3, 2011 (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 4, 2011)
10.1	Lease Modification Agreement dated June 22, 2009 between ABC-NY, the Company and Wilbur St. Corp. (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed with the Commission on June 29, 2009)
10.2	Copy of Extension and Modification Agreement, dated July 1, 2005, between the Company and the Wilbur Street Corporation (incorporated by reference to Exhibit 10.5 of the Registrant's Form 10-KSB filed with the Commission on March 2, 2007)
10.3	Asset Purchase Agreement between the Company, ABC-NY and DFB dated March 3, 2006 (incorporated by reference to Exhibit 2.1 of the Registrant's Form 8-K filed with the Commission on March 9, 2006)
10.4	Amendment to Asset Purchase Agreement between the Company, ABC-NY and DFB dated January 8, 2007 (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed with the Commission on January 12, 2007)
10.5	Dupuytren's License Agreement dated November 21, 2006 between the Company and the Research Foundation (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed with the Commission on November 28, 2006)
10.6	Frozen Shoulder License Agreement dated November 21, 2006 between the Company and the Research Foundation (incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K filed with the Commission on November 28, 2006)
10.7*	Cellulite License Agreement dated August 23, 2007 between the Company and the Research Foundation*
10.8*	License Agreement dated March 27, 2010 between the Company and Zachary Gerut, M.D.*
10.9	Form of 1997 Stock Option Plan of Registrant (incorporated by reference as Exhibit 4.1 of the Registrant's Form S-8 filed with the Commission on September 26, 1997)
10.10	Amended and Restated 2001 Stock Option Plan of Registrant (incorporated by reference to Appendix D of the Registrant's Schedule14A filed with the Commission on April 30, 2009)
10.11	Change of Control Agreement, dated June 18, 2007 between the Company and Henry Morgan (incorporated by reference to Exhibit 10.21 of the Registrant's Form 10-KSB filed with the Commission on September 26, 2007)
10.12	Change of Control Agreement, dated June 18, 2007 between the Company and Michael Schamroth (incorporated by reference to Exhibit 10.22 of the Registrant's Form 10-KSB filed with the Commission on September 26, 2007)
10.13	Change of Control Agreement, dated June 18, 2007 between the Company and Dr. Paul Gitman (incorporated by reference to Exhibit 10.23 of the Registrant's Form 10-KSB filed with the Commission on September 26, 2007)

10.14	Agreement dated August 27, 2008 (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed with the Commission on September 5, 2008)
10.15	Amended and Restated Development and License Agreement dated December 11, 2008 and effective December 17, 2008 between the Company and Auxilium Pharmaceuticals, Inc. (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed with the Commission on December 19, 2008)
10.16	Executive Employment Agreement, dated August 5, 2008 between the Company and Thomas L. Wegman (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed with the Commission on August 8, 2008)
10.17	Change of Control Agreement, dated October 1, 2008 between the Company and Dr. Matthew Geller (incorporated by reference to Exhibit 10.23 of the Registrant's Form 10-K filed with the Commission on March 31, 2009)
10.18	Second Amended and Restated Development and License Agreement, dated as of August 31, 2011, by and between BioSpecifics Technologies Corp. and Auxilium Pharmaceuticals, Inc. (incorporated by reference to Exhibit 10.1 of the Registrant's Form 8-K filed with the SEC on September 1, 2011)
10.19	Settlement Agreement, dated as of August 31, 2011, by and between BioSpecifics Technologies Corp. and Auxilium Pharmaceuticals, Inc. (incorporated by reference to Exhibit 10.2 of the Registrant's Form 8-K filed with the SEC on September 1, 2011)
14	Amended and Restated Code of Business Conduct and Ethics (incorporated by reference to Exhibit 14.1 of the Registrant's Form 10-KSB filed with the Commission on March 2, 2007)
21	Subsidiaries of the Registrant (incorporated by reference to Exhibit 21.1 of the Registrant's Form 10-KSB filed with the Commission on March 2, 2007)
23*	Consent of Tabriztchi & Co. CPA, P.C.*
31*	Certification of Principal Executive Officer and Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
32*	Certification of Principal Executive Officer and Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002*

* filed herewith

SIGNATURES

In accordance with section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant caused this Report on Form 10-K to be signed on its behalf by the undersigned, thereto duly authorized individual.

Date: March 14, 2013

BIOSPECIFICS TECHNOLOGIES CORP.

By: /s/ Thomas L. Wegman
Name: Thomas L. Wegman
Title: President

In accordance with the Securities Exchange Act of 1934, this Report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

SIGNATURE	TITLE
/s/ Thomas L. Wegman Name: Thomas L. Wegman Date: March 14, 2013	President, Director, and Principal Executive, Financial and Accounting Officer
_____ Name: Dr. Paul Gitman Date: March 14, 2013	Director
/s/ George Gould Name: George Gould Date: March 14, 2013	Director
/s/ Henry G. Morgan Name: Henry G. Morgan Date: March 14, 2013	Director
/s/ Michael Schamroth Name: Michael Schamroth Date: March 14, 2013	Director
/s/ Dr. Mark Wegman Name: Dr. Mark Wegman Date: March 14, 2013	Director
/s/ Toby Wegman Name: Toby Wegman Date: March 14, 2013	Director

Exhibit 10.7

Confidential treatment requested under 17 C.F.R. §§ 200.80(b)(4) and 240.24b-2. The confidential portions of this exhibit have been omitted and are marked accordingly. The confidential portions have been filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request.

CELLULITE LICENSE AGREEMENT

This CELLULITE LICENSE AGREEMENT (the "Agreement"), effective as of August 23, 2007 (the "Effective Date"), is entered into by and between BioSpecifics Technologies Corp., a corporation organized and existing under the laws of Delaware ("BTC"), and the Research Foundation of the State University of New York for and on behalf of Stony Brook University, a nonprofit, educational corporation organized and existing under the laws of New York (the "Research Foundation"). BTC and the Research Foundation shall sometimes be referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, BTC has developed an injectable form of collagenase that has been used in a number of clinical applications, including, among other things, the treatment and prevention of Dupuytren's disease and Frozen Shoulder; and

WHEREAS, BTC and the Research Foundation entered into a Dupuytren's Disease License Agreement dated November 21, 2006 (the "Dupuytren's Disease License Agreement") to compensate the Research Foundation for the prior development work performed by the State University of New York at Stony Brook ("Stony Brook") in connection with Dupuytren's disease; and

WHEREAS, BTC and the Research Foundation have entered into a Frozen Shoulder License Agreement dated November 21, 2006 (the "Frozen Shoulder License Agreement") to compensate the Research Foundation for the prior development work performed by Stony Brook in connection with Frozen Shoulder; and

WHEREAS, **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>**; and

WHEREAS, **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>**; and

WHEREAS, **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>**; and

WHEREAS, **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>**; and

WHEREAS, contemporaneously herewith, the Research Foundation and BTC will execute an Research Agreement pursuant to which the Research Foundation will conduct a clinical trial for BTC in accordance with Clinical Research Protocol AA4500 for the treatment of Cellulite (the "Research Agreement"); and

WHEREAS, contemporaneously herewith, B&D shall execute the trans "IND Transfer of Ownership"), which transfer shall be held in escrow by the Research Foundation and not become effective until released by the Research Foundation in accordance with the terms of this Agreement; and

WHEREAS, <**OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION**>; and

WHEREAS, the Research Foundation has the right to grant certain rights and licenses as set forth herein; and

WHEREAS, the Research Foundation now wishes to license the University Know-How and the University Patents in respect of Cellulite to BTC, and BTC wishes to license the University Know-How and the University Patents in respect of Cellulite from the Research Foundation, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

For the purposes of this Agreement, the following capitalized words and phrases, whether used in the singular or plural, shall have the following meanings:

1.1 "Affiliate" means any corporation or other business entity controlled by, controlling, or under common control with another entity, with "control" meaning direct or indirect beneficial ownership of more than 50% (or such lesser percent provided that ownership is accompanied by the power to direct the management or policies of the entity) of (a) the voting stock in the case of a corporation, or (b) the profits interest or decision-making authority in the case of an unincorporated business entity.

1.2 "Auxilium" means Auxilium Pharmaceuticals, Inc., a corporation organized and existing under the laws of Delaware.

1.3 "Auxilium License Agreement" means the agreement dated as of June 3, 2004 by and between BTC and Auxilium, as amended on May 10, 2005 and as may be subsequently amended from time to time, by which BTC granted to Auxilium certain licenses, as defined therein.

1.4 "Cellulite" means the dimpling of the skin or the "mattress phenomenon" of the thighs and buttocks.

1.5 "Combination Product" means any product containing both an agent or ingredient which constitutes a Licensed Product and one or more other active agents or ingredients which do not constitute Licensed Products.

1.6 "Development Program" means the clinical studies previously performed by B&D with injectable collagenase pertaining to Cellulite, as described more fully in Article II hereof.

1.7 "EMEA" means the European Medicines Evaluation Agency, which coordinates the scientific review of human pharmaceutical products under the centralized licensing procedure of the European Community, and includes any successor agency.

1.8 "Enzyme" means an enzyme constituted of collagenase obtained by fermentation of *Clostridium histolyticum,* purified by chromatography, lyophilized and substantially free from other proteinases, and any variants or derivatives thereof.

1.9 "European Union" or "EU" means the countries of the European Union (or its successor) as constituted on the Effective Date and future members of the European Union upon their admission for full membership with commercial rights and privileges.

1.10 "FDA" has the meaning set forth above in the recitals.

1.11 "Field" means the prevention or treatment of Cellulite.

1.12 "First Commercial Sale" means the first commercial sale of a Licensed Product by BTC under the terms of a Supply Agreement or by a Sublicensee to a Third Party.

1.13 "Indication" shall mean a pharmaceutical application of injectable collagenase.

1.14 "Information" means (a) techniques, technology, practices, methods, procedures, inventions, discoveries, knowledge, know-how, trade secrets, skill, experience, gene or protein sequences, technical data, test data, analytical and quality control data, formulas or software programs, and (b) all compounds, compositions of matter, cells, cell lines, assays, and all other biological or chemical materials and samples.

1.15 "Joint Inventions" means any inventions in the Field, whether patentable or not, which are jointly conceived, discovered, developed or otherwise made, during the Development Program by at least one BTC employee or person contractually required to assign or license the intellectual property rights covering such inventions to BTC and at least one Stony Brook employee or person contractually required by virtue of New York state law to assign or license the intellectual property rights covering such inventions to the Research Foundation.

1.16 "Licensed Products" means pharmaceutical products containing Enzyme as an active ingredient and any reformulation, improvement, enhancement, combination, refinement, or modification thereof, which are made, used and sold in the Field and the development, manufacture, use or sale of which would, in the absence of this Agreement, infringe one or more Valid Claims; provided however, the Licensed Products shall specifically exclude dermal formulations labeled for topical administration.

1.17 "MAA" means a Marketing Authorization Application filed with the EMEA.

1.18 "NDA" means a New Drug Application, Biologics License Application or a Product License Application filed with the FDA.

1.19 "Net Sales" means

(a) with respect to sales of Licensed Products by BTC or its Affiliates, the gross sales price actually received less the following items to the extent they are paid and included in the invoice price:

(i) customary trade discounts actually allowed;
(ii) packing, freight, and insurance costs;
(iii) sales, use, value-added and excise taxes;
(iv) import, export and customs duties and taxes;
(v) credit for returns, allowances or trades actually allowed; and
(vi) government mandated rebates, if any; and

(b) with respect to sales of Licensed Products by a Sublicensee (as defined below) where BTC has elected not to supply the Licensed Product, the net sales price as required to be reported to BTC by the Sublicensee pursuant to the written sublicense agreement between them. For purposes of clarification, if Auxilium acquires BTC, then notwithstanding any termination of the Auxilium License Agreement, the Net Sales price shall be the price that would have been reported by Auxilium to BTC under the Auxilium License Agreement as if the Auxilium License Agreement had remained in effect.

(c) with respect to sales of Licensed Products by a Sublicensee (as defined below) where BTC has elected to supply the Licensed Product, the net sales price as required to be reported to BTC under the Supply Agreement entered into between them.

In the case of (a) and (b) above, sales by BTC, its Affiliates and Sublicensees to resellers or others for further formulation, processing, repackaging or relabeling shall be excluded, and only the subsequent resale to independent customers shall be deemed Net Sales.

In the case of Combination Products for which the agent or ingredient constituting a Licensed Product and each of the other active agents or ingredients not constituting a Licensed Product have established market prices when sold separately, Net Sales shall be determined by multiplying the Net Sales for each such Combination Product by a fraction, the numerator of which shall be the established market price for the Licensed Products contained in the Combination Product and the denominator of which shall be the sum of the established market prices for the Licensed Products plus the other active agents or ingredients contained in the Combination Product. When separate market prices are not established, then the Parties shall negotiate in good faith to determine a fair and equitable method of calculating Net Sales for the Combination Product in question, taking into account factors such as relative cost and relative therapeutic or diagnostic contribution.

1.20 "Sublicensee" means Auxilium or any person or entity who receives in the future a sublicense from BTC pursuant to Article III hereof.

1.21 "Sublicense Income" means the upfront payments and milestone payments actually received by BTC from (i) Auxilium and included within the definition of Sublicense Income as defined in the Auxilium License Agreement, or (ii) any other Sublicensee pursuant to Article III hereof.

1.22 "Supply Agreement" shall mean any commercial supply agreement related to the manufacturing and/or supply of the Licensed Product between BTC and a Sublicensee or any Third Party.

1.23 "Territory" means all countries of the world.

1.24 "Third Party" shall mean any person or other entity other than BTC or its Affiliates.

1.25 "University Know-How" means (i) any proprietary Information or materials related to the manufacture, preparation, formulation, use or development of the Enzyme and the Licensed Products and shall include formulations, processes, techniques, formulas, biological, chemical, assay control and manufacturing, technical, pre-clinical, clinical or other data, methods, and know-how, and trade secrets; (ii) all Information, not generally known, which is owned by the Research Foundation or is rightfully held with right to sublicense as of the Effective Date, or which was developed, discovered, conceived, reduced to practice, or acquired by the Research Foundation or by Stony Brook inventors and assigned by Stony Brook inventors to the Research Foundation as a result of the Development Program and which (a) relates to the Licensed Products or (b) relates to the methods, processes or techniques for the manufacture or use of the Licensed Products and (iii) any Joint Inventions.

1.26 "University Patents" means the patents and patent applications in respect of Cellulite identified in Exhibit B hereto and any divisions, continuations and continuations-in-part thereof, any foreign patent applications corresponding thereto, and any patent issued with respect to such patent applications, and any reissues or extensions thereof.

1.27 "Valid Claim" means a claim of an issued and unexpired patent included within the University Patents, which has not been held permanently revoked, unenforceable or invalid by a decision of a governmental agency or court 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.

ARTICLE II.
DEVELOPMENT PROGRAM

2.1 Cellulite Development Program. Pursuant to certain protocols, B&D, individually or collectively, together with other Stony Brook employees, performed certain pre-clinical, clinical, regulatory, process development and manufacturing work related to injectable collagenase pertaining to Cellulite.

ARTICLE III.
LICENSE GRANT

3.1 License Grant. The Research Foundation hereby grants to BTC and its Affiliates a worldwide exclusive license for the University Know-How in the Field and the University Patents in the Field. The Research Foundation hereby reserves all rights to any University Know How and University Patents outside of the Field. The Research Foundation further grants to BTC a worldwide exclusive license with right to sublicense to use the University Know-How and the University Patents to develop, manufacture, use and sell in any manner Licensed Products in the Field, except to the extent that BTC, its Affiliates or Sublicensees enters into a material transfer agreement, clinical trial agreement or any similar agreement that allows the Research Foundation or any other entity to do research or clinical development. This grant is subject to the payment by BTC to Research Foundation of any consideration required to be paid by Article IV of this Agreement.

3.2 Government Rights. BTC acknowledges that the license granted to it hereunder are subject to a certain license granted to the United States ("**U.S.**") government by the Research Foundation, as described in a letter dated as of October 6, 2006, a copy of which is attached hereto as Exhibit C.

3.3 Sublicenses.

(a) BTC shall be entitled to grant sublicenses of its rights hereunder, with full rights to further sublicense, provided that any Net Sales of Licensed Products by a BTC Sublicensee shall be deemed to be Net Sales of a Sublicensee as defined in Section 1.19(b) or (c) for purposes of royalty payments due hereunder, and BTC shall remain obligated to pay all royalties due with respect to Licensed Products sold by BTC and any Sublicensee. If BTC shall grant any sublicenses in addition to the Auxilium License Agreement under this Agreement, then it shall obtain the written commitment of such additional Sublicensees to abide by all applicable terms and conditions of this Agreement and BTC shall remain fully responsible to the Research Foundation for the performance of all such terms by such additional Sublicensees. Upon the termination of this Agreement, each Sublicensee shall have the option to convert its sublicense to a direct license with the Research Foundation on the same terms as in the sublicense agreement.

(b) The Research Foundation hereby acknowledges and consents to the sublicense that BTC has previously granted to Auxilium pursuant to the Auxilium License Agreement in respect of the Licensed Products.

3.4 Subagents. It is agreed that BTC has the right to take the following actions, none of which shall constitute a sublicense hereunder and none of which shall be subject to Section 3.3 herein:

(a) appointing an agent or distributor to market, sell or otherwise dispose of Licensed Products; and

(b) subcontracting the development, manufacture or packaging of Licensed Products.

3.5 Term. The term of said license will continue in effect in perpetuity.

ARTICLE IV.
ROYALTIES AND MILESTONE PAYMENTS

4.1 Royalties. **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>**. Commencing with a First Commercial Sale BTC will pay running royalties on a specified percentage of Net Sales of Licensed Products on a country-by-country and product by product basis as follows:

(a) in the event of a sale whereby BTC supplies License Product to Sublicensee under the terms of a Supply Agreement, the royalty rate shall be **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>**.

(b) in the event of a sale whereby BTC elects not to supply the Licensed Product to Sublicensee, the royalty rate shall be **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>**.

(c) in the event of a sale by BTC of Licensed Product, the royalty rate shall be **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>**.

4.2 Royalty Period. The royalty obligations of BTC shall commence on the date of the First Commercial Sale and continue until the longer of (i) the expiration of the last to expire Valid Claim of a patent covering the Licensed Product or (ii) June 3, 2016.

4.3 Currency; Conversion; Taxes. Royalty payments shall be paid in U.S. Dollars at the address of the Research Foundation set forth in Section 13.6 below, or such other place as the Research Foundation may reasonably designate in writing, consistent with applicable laws and regulations. Any taxes which BTC or its Affiliates or Sublicensees shall be required by law to withhold or pay upon remittance of the royalty payments shall be deducted from the royalty payable to the Research Foundation and paid on its behalf as required. BTC shall furnish the original of any official receipts for such taxes. If any currency conversion shall be required in connection with the payment of royalties hereunder, such conversion shall be made by using the average of the daily exchange rates for such currency quoted by the Wall Street Journal's (New York edition) foreign exchange desk for each of the last three (3) banking days of each calendar quarter, or, in the case of sales by Sublicensees, using the exchange rates provided for in the written agreements between BTC and such Sublicensees.

4.4 Currency Transfer Restrictions. If in any country in the Territory the payment or transfer of royalties on Net Sales in such country is prohibited by law or regulation, BTC shall notify the Research Foundation of the conditions preventing such transfer, and shall deposit the blocked payments in local currency in a recognized banking institution in the relevant country for the credit of the Research Foundation.

4.5 Payments by Others. With respect to any sales of Licensed Products by BTC, its Affiliates or Sublicensees, BTC shall have the right to cause any Affiliate, Sublicensee or other designee to make direct payment to the Research Foundation of the royalties otherwise due for such sales. The Research Foundation shall accept such payments and the amount of royalties to be paid by BTC shall be reduced by the amount of such payments actually received by Research Foundation.

4.6 Offsets for Third Party Licenses. If the Parties agree in writing that BTC or its Affiliates must obtain a license from an independent Third Party in order for BTC to manufacture, use or sell a Licensed Product and if BTC and the Research Foundation agree on the terms of such license (a "Third Party License"), then the Parties shall share the cost of that license as defined herein. Such cost includes license fees, royalties and other fixed costs associated with the Third Party License minus the costs apportioned to any Sublicensee. The Parties shall, within thirty (30) days, reimburse each other as necessary to **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION**>. At BTC's option, it may deduct from royalties otherwise payable to the Research Foundation hereunder **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION**>.

4.7 Milestone Payments. BTC shall pay to the Research Foundation **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION**>.

4.8 Payments Related to Sublicense Income and Damages or Settlements Received . BTC shall pay to the Research Foundation **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION**>.

ARTICLE V.
CELLULITE IND TRANSFER OF OWNERSHIP

5.1 Transfer of IND. Contemporaneously with the execution of this Agreement, B&D shall execute and deliver to the Reserarch Foundation to hold in escrow (i) the IND Transfer of Ownership and (ii) a power of attorney, in the form attached hereto as Exhibit D, empowering the Research Foundation as their joint and several attorney-in-fact, with full authority, to date, finalize and deliver the executed IND Transfer of Ownership to the FDA for the benefit of BTC or its designee at BTC's request provided that (i) BTC is not in default under this Agreement or the Research Agreement and (ii) BTC has complied with the utilization requirements set forth in Section 12.3 below. The Research Foundation shall deliver a copy of the finalized IND Transfer of Ownership to BTC and the B&D for their records promptly after delivery of the same to the FDA.

ARTICLE VI.
REPORTS, PAYMENTS AND ACCOUNTING

6.1 Royalty Reports and Payments. BTC agrees to make written reports and royalty payments to the Research Foundation within ninety (90) days after the close of each calendar quarter during the term of this Agreement, beginning with the quarter in which the First Commercial Sale occurs. These reports shall show for the calendar quarter in question all Net Sales of Licensed Products and the royalty due thereon, together with the same information for Licensed Products sold by Affiliates and Sublicensees (if applicable). With respect to sales of Licensed Products by Sublicensees, reports need only include information reflected in the reports required by Section 5.4 below which are actually received during the calendar quarter in question. Concurrently with the making of each report, BTC shall remit any royalty payment due for the period covered by the report. BTC will make a good faith attempt, using commercially reasonable biotech industry practices, to differentiate between Net Sales of Licensed Products and sales of similar products outside of the Field in calculating the amount of the royalty due hereunder to the Research Foundation. Absent manifest error, BTC's good faith differentiation shall be binding and conclusive on the Parties.

6.2 Termination Report. Within ninety (90) days after the date on which BTC and its Affiliates and Sublicensees last sell any Licensed Products, BTC shall make a final termination report containing the same quarterly information required above.

6.3 Accounting. BTC agrees to keep written or digitally stored records for a period of three (3) years from the end of each reporting period in sufficient detail to enable the royalties payable to be determined, and further agrees to permit its books and records to be examined during normal business hours by an independent accounting firm, selected by the Research Foundation and reasonably satisfactory to BTC, from time-to-time on reasonable notice, but not more often than once per year. Such examination must be made confidentially and the auditing firm shall be required to enter into reasonable confidentiality agreements. The expense of such examination shall be borne by the Research Foundation except that in the event the results of the audit reveal a discrepancy in the Research Foundation's favor of 10% or more, then reasonable out-of-pocket audit fees shall be paid by BTC. Any discrepancy will be promptly corrected by a payment or refund, as appropriate.

6.4 Third Party Reports. BTC agrees to require, as a term of any sublicense agreement, that the Sublicensee shall render written reports to BTC of Net Sales of Licensed Products no less frequently than twice per year and in sufficient detail to enable the royalties payable by BTC hereunder to be determined ("Third Party Reports"). BTC shall also require Sublicensees to keep records concerning Net Sales for a period of at least three (3) years, and to permit reasonable examination of such records by an independent accounting firm selected by BTC. Notwithstanding the foregoing, nothing in this Agreement shall be construed as enlarging, or requiring BTC to modify, Auxilium's, its Affiliate's or its Sublicensee's existing reporting and record keeping obligations pursuant to the Auxilium License Agreement.

6.5 Confidentiality of Reports. The Research Foundation agrees that the information set forth in (a) the reports required by Sections 6.1 and 6.2, (b) the records subject to examination under Section 6.3, and (c) all Third Party Reports delivered under Section 6.4, shall be maintained in confidence by the Research Foundation and any independent accounting firm selected under Section 6.3, shall not be used for any purpose other than verification of the performance by BTC of its obligations hereunder, and shall not be disclosed by the Research Foundation or such accounting firm to any other person.

ARTICLE VII.
WARRANTIES; DISCLAIMED WARRANTIES; INDEMNIFICATION

7.1 Title; Authority. The Research Foundation represents and warrants that B&D, by virtue of New York state law, have assigned to the Research Foundation all of the rights pertaining to the University Know-How and the University Patents licensed to BTC hereunder and that therefore the Research Foundation has the full unrestricted legal right to enter into this Agreement and to grant the licenses granted hereunder.

7.2 No Other Licenses Granted. The Research Foundation represents and warrants that it has not granted any license pertaining to the University Know-How or the University Patents to any party other than to BTC pursuant to this Agreement. In addition, after reasonable investigation, the Research Foundation to the best of its knowledge is not aware that B&D, individually or collectively, have granted any license pertaining to the University Know-How or the University Patents to any Third Party, other than the U.S. government, as set forth in Section 3.2 of this Agreement.

7.3 No Known Infringement. As of the Effective Date, the Research Foundation has not received any notice of infringement of or conflict with any patent, trade secret, copyright, trademark or other intellectual property right of any other person with respect to the University Know-How.

7.4 No Warranty of Non-Infringement. Nothing in this Agreement shall be construed as a warranty or representation that any Licensed Products made, used or sold pursuant to any license granted hereunder is or will be free from infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights of Third Parties.

7.5 Indemnification by Research Foundation. Notwithstanding the absence of any warranty of non-infringement, the Research Foundation shall, during the term of this Agreement and thereafter, indemnify and hold harmless BTC, its Affiliates, Sublicensees and its and their directors, officers, agents and employees, from any losses, damages, expenses and liabilities of any kind (including legal expenses and reasonable attorneys' fees and costs) resulting from the Research Foundation's gross negligence or willful misconduct in connection with:

(a) the action or inaction of the Research Foundation, its Affiliates or B&D; or

(b) any breach of this Agreement by the Research Foundation or its Affiliates.

7.6 Indemnification by BTC. BTC shall, during the term of this Agreement and thereafter, indemnify and hold harmless the Research Foundation and its Affiliates and its and their directors, officers, agents and employees, from any losses, damages, expenses, and liability of any kind whatsoever (including legal expenses and reasonable attorneys' fees and costs) resulting from BTC's (and its Affiliates' and Sublicensees') gross negligence or willful misconduct in connection with the manufacture, use, testing, sale or advertisement of Licensed Products; provided, however, that in no case will the foregoing indemnity obligation apply to the extent that such claim, proceeding, loss, expense, or liability is the result of:

(a) any action or inaction of the Research Foundation or its Affiliates, or its or their agents; or

(b) any alleged or actual infringement by the University Know-How of any patents, copyrights, trademarks, trade secrets or other intellectual property rights of Third Parties; or

(c) any breach of this Agreement by the Research Foundation.

ARTICLE VIII.
TERM AND TERMINATION

8.1 Term. Unless earlier terminated in accordance with this Article VIII, this Agreement and the licenses granted hereunder shall continue in effect until the termination of BTC's royalty obligations. Thereafter, all licenses granted shall become fully paid-up, irrevocable exclusive licenses.

8.2 Termination by the Research Foundation for Default. The Research Foundation may terminate this Agreement if BTC commits any material default of any of BTC's material obligations, by notice to BTC specifying in reasonable detail the nature of the default, provided that such default has not been remedied within ninety (90) days of such notice.

8.3 Termination by BTC. BTC may terminate this Agreement (a) on thirty (30) days' notice to the Research Foundation if BTC elects to cease utilizing all license rights granted hereunder or (b) if the Research Foundation or any of its Affiliates is in material default of any of the Research Foundation's material obligations or covenants, which default has not been remedied within ninety (90) days of notice to the Research Foundation specifying in reasonable detail the nature of the default.

8.4 Termination for Bankruptcy. If voluntary or involuntary proceedings in bankruptcy by or against a Party are instituted under any insolvency law, or a receiver or custodian is appointed for a Party, or proceedings are instituted by or against a Party for corporate reorganization or dissolution, which proceedings shall not have been dismissed within sixty (60) days after the date of filing, or if a Party makes an assignment for the benefit of creditors, or substantially all of the assets of a Party are seized or attached and not released within sixty (60) days thereafter (that Party, a "Bankruptcy Party"), then the other Party may immediately terminate this Agreement by notice to the Bankruptcy Party. However, in the event that the other Party elects not to terminate the Agreement, the Parties intend that the rights and licenses granted under this Agreement shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (or any equivalent provision of applicable foreign law), licenses or rights to "intellectual property" as defined under Section 101(52) of the U.S. Bankruptcy Code.

8.5 Rights and Obligations Upon Termination. Following termination of this Agreement for any reason and subject to the right to convert in accordance with Section 3.3(a), nothing herein shall be construed to release either Party from any obligation that arose prior to the date of such termination. After termination, subject to the right to convert in accordance with Section 3.3(a), BTC and its Affiliates and Sublicensees may complete Licensed Products in the process of manufacture at the date of termination and sell them along with any other Licensed Products in inventory, provided that BTC shall pay royalties as required by Article IV and shall submit the reports required by Article VI for such Licensed Products.

8.6 Return of Confidential Information. Upon termination of this Agreement, BTC shall return or destroy all University Know-How that is written, to the Research Foundation, provided that BTC and its sublicensees may retain one copy of all written materials for legal and archival purposes only.

8.7 Third Party Beneficiary Status of Auxilium. In the event of BTC's bankruptcy and inability to perform its obligations hereunder, Auxilium shall have the right to cure any default by BTC and perform BTC's obligations, and enforce BTC's rights, hereunder, as a third party beneficiary.

ARTICLE IX.
CONFIDENTIALITY, DISCLOSURE, AND PUBLICATIONS

9.1 Confidentiality.

(a) During the term of this Agreement and for a period of five (5) years following its expiration or termination, each Party shall maintain in confidence all Information disclosed by the other Party which is marked or identified as confidential or which the receiving Party has reason to know is confidential or proprietary (referred to herein as "Confidential Information"), and shall not disclose Confidential Information to anyone except those Affiliates, Sublicensees, further sublicensees, employees, subagents, consultants, or subcontractors having a "need to know" in order to carry out the receiving Party's activities as contemplated by this Agreement. Each receiving Party shall obtain written agreements from its Affiliates, Sublicensees, employees, subagents, consultants or subcontractors, prior to disclosure to them of Confidential Information, obligating them to hold in confidence and not use any Confidential Information except as permitted by this Agreement. Notwithstanding the foregoing sentence, if employees or consultants of a receiving Party have previously signed general confidentiality agreements in favor the receiving Party as employer, and if those agreements bind the employees or consultants to protect Information disclosed hereunder to at least the same extent required by this Section, then it shall be sufficient for the employing Party to (i) notify the employees or consultants of the fact that Information disclosed hereunder is governed by such confidentiality agreements and (ii) identify to such employees or consultants the specific Information so governed. Each Party shall use the same degree of effort used to protect its own most valuable proprietary Information from unauthorized use or disclosure, and shall be responsible for ensuring compliance with these obligations by its Affiliates, Sublicensees, employees, subagents, consultants and subcontractors. Each Party shall promptly notify the other upon discovery of any unauthorized use or disclosure of the other's Confidential Information.

(b) The receiving Party shall not use Confidential Information for any purpose, except as contemplated by this Agreement or the Research Agreement.

9.2 Exceptions. The obligation of confidentiality and non-use in this Article shall not apply to the extent that:

(a) either Party (the "Recipient") is required to disclose Confidential Information by law, order or regulation of a governmental agency or a court of competent jurisdiction, or

(b) the Recipient can demonstrate that (i) the disclosed Information was, at the time of disclosure to the Recipient, already in the public domain or which, after disclosure, becomes part of the public domain other than as a result of action of the Recipient, its Affiliates, Sublicensees, employees, subagents, consultants or subcontractors in violation hereof; (ii) the Recipient can demonstrate that the disclosed Information was rightfully known or independently developed by the Recipient or its Affiliates prior to the date of disclosure to the Recipient, or (iii) the disclosed Information was received by the Recipient or its Affiliates on an unrestricted basis from a source unrelated to any Party to this Agreement and not under a duty of confidentiality to the other Party or

(c) the disclosure is made to the FDA, EMEA or other regulatory agency as part of a product approval process.

9.3 Legally Compelled Information. In the event that either Party becomes legally compelled to disclose any Confidential Information belonging to the other Party, it shall notify the other Party prior to disclosure so that the other Party can seek a protective order or other appropriate remedy.

9.4 Publications. Prior to public disclosure of or submission for publication of an abstract, manuscript or oral presentation describing the results of any aspect of the Development Program or other scientific activity between BTC and the Research Foundation, the Party disclosing or submitting such abstract, manuscript or oral presentation ("Disclosing Party") shall send the other Party ("Responding Party") by a recognized delivery service for next day delivery a copy of the abstract, manuscript or oral presentation materials to be submitted. The Responding Party shall have thirty (30) days, in the case of an abstract or oral presentation materials, or sixty (60) days, in the case of a manuscript, from the date of receipt of the abstract, manuscript or oral presentation materials. If the Responding Party believes the subject matter of such abstract, manuscript or oral presentation contains Confidential Information or a patentable invention of significant commercial value to the Responding Party, then prior to the expiration of the relevant period, the Responding Party shall notify the Disclosing Party in writing of its determination and the basis for its conclusion. Upon receipt of such notice, the Disclosing Party shall delay public disclosure of or submission of abstract, manuscript or oral presentation for an additional period of 60 days to permit preparation and filing of a patent application on the disclosed subject matter. No publication or presentation shall be made by the Disclosing Party unless and until the Responding Party's comments have been addressed and any information determined by the Responding Party to be Confidential Information of the Responding Party has been removed. Determination of authorship for any paper or inventorship for any patent shall be in accordance with accepted scientific practice or patent law, as appropriate. Should any questions of authorship or inventorship arise, they will be determined by good faith consultation between the senior management of the respective Parties.

ARTICLE X.
PATENT MATTERS

10.1 Filing and Prosecution of Patents.

(a) During the term of the Agreement, BTC or any Sublicensee, pursuant to any sublicense agreement, shall have the right to, and in the reasonable exercise of its commercial discretion, prepare, file, prosecute, maintain, renew and defend all of the patents and applications included within the University Patents in the countries where such University Patents are filed as of the Effective Date. In the event that neither BTC nor any of its Sublicensees intend to file for patent protection or wish to continue preparation, prosecution, or maintenance of the patents and applications included within the University Patents, then BTC shall give at least thirty (30) days advance notice to the Research Foundation, and in no event less than a reasonable period of time for the Research Foundation to act. In such case, the Research Foundation shall have the right to prepare, file, prosecute, maintain, renew and defend all of the patents and applications included within the University Patents in the countries where such University Patents are filed as of the Effective Date.

(b) BTC shall be responsible for all costs and expenses incurred for such prosecution and maintenance. At BTC's or any of its Sublicensee's request, the Research Foundation shall cooperate and provide BTC or such Sublicensee with all necessary assistance and documentation in connection with the filing, prosecution and maintenance of all applications included within the University Patents. At the request of the Research Foundation, BTC or its Sublicensee will provide the Research Foundation with reports relating to the filing, prosecution and maintenance of the University Patents and copies of any intended filings.

10.2 Enforcement of University Patents.

(a) In the event that either Party becomes aware of a suspected infringement of a University Patent, or of the institution by a Third Party of any proceedings alleging the invalidity or unenforceability of any University Patent, such Party shall promptly notify the other Party, and, following such notification, the Parties shall confer. BTC or any Sublicensee, pursuant to any sublicense agreement, shall have the right, but shall not be obligated, to prosecute an infringement action or to defend such proceedings at its own expense, in its own name and entirely under its own direction and control. BTC may deduct any unreimbursed litigation expenses and legal fees from any recovery of damages or settlement received by BTC from any such suit, and twenty percent (20%) of the balance of the proceeds shall be paid to Research Foundation. The Research Foundation will reasonably assist BTC or its Sublicensee in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if requested by BTC or its Sublicensee or if required by law, provided that BTC shall pay or reimburse the Research Foundation for all costs which the Research Foundation may incur in providing such assistance. If BTC or its Sublicensee elect not to bring any action for infringement or defend any proceeding challenging any claims in an issued patent included within the University Patents within ninety (90) days of being requested to do so, the Research Foundation may bring such action or defend such proceeding at its own expense, in its own name and entirely under its own direction and control. BTC or its Sublicensee will reasonably assist the Research Foundation in any action or proceeding if so requested by the Research Foundation or required by law, provided that the Research Foundation shall pay or reimburse BTC or its Sublicensee for all costs which BTC or its Sublicensee may incur in affording such assistance. No settlement of any action or proceeding may be entered into by either Party without the prior written consent of the other, which consent, in the case of the Research Foundation shall not be unreasonably withheld, and in the case of BTC or any Sublicensee may be withheld in BTC's or any Sublicensee's sole and absolute discretion.

(b) If either Party brings such an action or defends such a proceeding and subsequently ceases to pursue it or withdraws therefrom, that Party shall promptly notify the other Party who may then substitute itself for the withdrawing Party under the terms of this Section.

ARTICLE XI.
DISPUTE RESOLUTION; ARBITRATION

11.1 Exclusive Remedy. The Parties agree that the terms of this Article shall be the exclusive means of resolving any dispute, controversy or claim (a "Dispute") arising out of or relating to this Agreement, including but not limited to any claim relating to the validity or invalidity of any University Patent, except that either Party may seek injunctive relief or other provisional remedies from a court of competent jurisdiction if necessary to protect such Party's name, intellectual property rights, or to prevent irreparable harm.

11.2 Good Faith Negotiations. In the event of any Dispute arising out of or relating to or in connection with any provision of the Agreement, or the rights or obligations hereunder, the Parties shall try to settle their differences amicably between themselves. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and within ten (10) business days after such notice appropriate representatives of the Parties shall meet for attempted resolutions by good faith negotiations. If such representatives are unable to resolve such disputed matters, they shall be referred to the senior management of the respective Parties, for discussion and resolution. If they are unable to resolve the dispute within thirty (30) days (or such longer period of time as the Parties may agree to in writing) of initiating such negotiations, then the Parties must resort to binding arbitration, as set forth in Section 11.3 below.

11.3 Binding Arbitration. Any Dispute not so resolved shall be submitted, by a written notice of request to arbitrate given by either Party, to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in force except as modified in accordance with the provisions of this Section. The arbitration proceedings shall be held in the City of New York in New York State.

11.4 Arbitrators. The arbitral tribunal shall be composed of three arbitrators, one appointed by each Party within fifteen (15) days, and the two arbitrators so appointed shall, within fifteen (15) days of their appointment, appoint a third arbitrator who shall act as Chairman of the tribunal. If the Dispute involves scientific or technical matters, at least two (2) of the three (3) arbitrators chosen shall have educational training and/or experience sufficient to demonstrate a reasonable level of knowledge in the field of biotechnology.

11.5 Procedures.

(a) Prompt resolution of any Dispute is important to both Parties and the Parties agree that the arbitration of any Dispute shall be conducted expeditiously. The arbitrators shall be instructed and directed to assume management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the Dispute. The arbitrators shall be directed that any arbitration shall be completed within 1 year from the filing of notice of a request for such arbitration.

(b) The arbitrators shall determine what discovery shall be permitted, consistent with the goal of limiting the cost and time which the Parties must expend for discovery; provided that the arbitrators shall permit such discovery as they deem necessary to permit an equitable resolution of the Dispute.

(c) In arriving at decisions, the arbitrators shall apply the terms and conditions of this Agreement in accordance with the rules of law governing it in accordance with Section 11.4. The arbitrators are empowered to render the following awards in accordance with any provision of this Agreement: (i) enjoining a Party from performing any act prohibited, or compelling a Party to perform any act required, by the terms of this Agreement or any related agreement, and (ii) ordering such other legal or equitable relief, including any provisional legal or equitable relief, or specifying such procedures as the arbitrator deems appropriate, to resolve any Dispute submitted for arbitration. Any monetary award made and shall be payable in U.S. Dollars free of any tax or any deduction. The arbitrators shall issue to both Parties a written explanation in English of the reasons for the award and a full statement of the facts as found and the rules of law applied in reaching the decision. An award rendered in connection with an arbitration pursuant to this Article shall be the sole, exclusive, final and binding remedy between the Parties regarding the Dispute and any counterclaims made, and judgment upon any award may be entered and enforced in any court of competent jurisdiction.

11.6 Expenses. The award rendered by the arbitrators shall include the costs of arbitration, arbitrator fees, reasonable attorneys' fees and reasonable costs for expert and other witnesses.

11.7 Confidentiality of Proceedings. The arbitration proceedings shall not be made public without the joint consent of the Parties, and each Party shall maintain the confidentiality of such proceedings and decision unless otherwise required by law or permitted in writing by the other Party.

ARTICLE XII.
COMMENCEMENT OF CLINICAL TRIAL; UTILIZATION

12.1 Commencement of Clinical Trial. The clinical trial to be conducted pursuant to the Research Agreement shall not commence until BTC has received from Auxilium (or another mutually agreeable source) clinical trial material in sufficient amounts, in BTC's sole determination, to undertake and complete the clinical trial contemplated hereunder. The date upon which BTC receives all necessary quantities of the above referenced clinical trial material shall be referred to herein as the "Material Receipt Date".

12.2 Termination of Agreement if No Clinical Trial Initiated. If a clinical trial for the treatment of Cellulite is not initiated by BTC within two (2) years of the Material Receipt Date, then the Research Foundation shall have the right to terminate this Agreement in accordance with the provisions of Article VIII hereof.

12.3 Utilization Requirements. If Auxilium exercises its option rights under the Auxilium License Agreement in respect of Cellulite, then BTC agrees to enforce its rights under the Auxilium License Agreement for the benefit of BTC and the Research Foundation hereunder. If Auxilium does not exercise its option rights under the Sublicense Agreement in respect of Cellulite, then BTC agrees that, within two (2) years of the date on which Auxilium notifies BTC that it does not intend to exercise its option rights under the Auxilium License Agreement, BTC shall either (i) enter into a new sublicense agreement in respect of Cellulite or (ii) submit to the FDA a clinical trial protocol to initiate on its own a further clinical trial (whether Phase 2b or Phase 3) in respect of Cellulite and obtain a commitment from a reputable third-party of no less than $1 million dollars to fund such further clinical trial.

ARTICLE XIII.
MISCELLANEOUS PROVISIONS

13.1 Indemnification Procedures. In the event either Party seeks indemnification under any provision for indemnification afforded by this Agreement, the following procedures shall be followed:

(a) Notice of Claim. The Party seeking indemnification (the "Indemnitee") shall give the other Party (the "Indemnifying Party") prompt notice of any losses or of the discovery of facts upon which a request for indemnification may be made. The Indemnifying Party shall not be liable for any losses that it can show resulted from any delay in providing such notice. The notice must contain a description of the claim and the nature and amount of the loss (to the extent known), and shall include copies of all papers and official documents received in respect of any losses.

(b) Control of Defense. At its option, the Indemnifying Party may assume the defense of any Third Party claim by giving written notice to the Indemnitee within thirty (30) days of the Indemnitee's notice. The assumption of the defense of a Third Party claim by the Indemnifying Party shall not be construed as an acknowledgment that the Indemnifying Party is liable to the Indemnitee. Upon assuming the defense of a Third Party claim, the Indemnifying Party shall have the right to choose legal counsel and direct and control the defense in its sole discretion. In the event that it is ultimately determined that the Indemnifying Party is not obligated to indemnify the Indemnitee from the claim, the Indemnitee shall reimburse the Indemnifying Party for all costs and expenses incurred.

(c) Right to Participate in Defense. The Indemnitee shall be entitled to participate in, but not control, the defense of a Third Party claim and to employ counsel of its choice for such purpose; provided, however, that such participation shall be at the Indemnitee's own expense unless the indemnifying Party has failed to assume the defense, in which case the Indemnitee shall control the defense.

(d) Settlement. If the Indemnifying Party has acknowledged in writing the obligation to indemnify the Indemnitee for losses requiring only the payment of money damages in connection with a Third Party claim, and that will not result in the Indemnitee's becoming subject to injunctive or other, the Indemnifying Party shall have the sole right to consent to the entry of any judgment, enter into any settlement or otherwise dispose of such claim on such terms as the Indemnifying Party deems appropriate in its sole discretion. With respect to all other claims or losses, the Indemnifying Party shall have authority to consent to the entry of any judgment, enter into any settlement or otherwise dispose of such claim or loss provided it obtains the prior written consent of the Indemnitee (which consent shall not be unreasonably withheld or delayed). Regardless of whether the Indemnifying Party chooses to defend or prosecute any Third Party claim, no Indemnitee shall admit any liability with respect to, or settle, compromise or discharge, any such claim without the prior written consent of the Indemnifying Party.

(e) Cooperation of Indemnitee. Regardless of whether the Indemnifying Party chooses to defend or prosecute any Third Party claim, the Indemnitee shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested. Such cooperation shall include access to and reasonable retention by the Indemnified Party of, records and information that are reasonably relevant to such Third Party claim, and making the Indemnitee's employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnifying Party shall reimburse the Indemnitee for all its costs incurred in providing such cooperation.

(f) Reimbursement of Expenses. The verifiable costs and expenses, including fees and disbursements of counsel, incurred by the Indemnitee in connection with any claim shall be reimbursed quarterly by the Indemnifying Party, without prejudice to the Indemnifying Party's right to contest its indemnification obligations, and such reimbursements shall be subject to refund in the event the Indemnifying Party is ultimately held not to be obligated to indemnify the Indemnitee.

13.2 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other, except that BTC may assign this Agreement to a Third Party which acquires (whether by merger, sale of assets or otherwise) all or substantially all of that portion of BTC's business to which this Agreement pertains.

13.3 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all previous agreements, whether written or oral, including, but not limited to, the side letter, dated November 21, 2006, from Donna L. Tumminello to Thomas Wegman regarding the cost of prosecuting a Cellulite patent application. This Agreement may not be modified orally, but only by an instrument in writing signed by both Parties.

13.4 Choice of Law. The validity, performance, construction and effect of the Agreement shall be governed by the substantive laws of the state of New York without reference to conflicts of laws provisions.

13.5 Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator pursuant to Section 11.5 (or by a court whose decision is final and binding pursuant to Section 11.1) that provision shall be deemed fully severable. The remaining provisions of this Agreement shall remain in full force and effect and will be construed as if the invalid or unenforceable provision had been deleted.

13.6 Notices. Any notice or report required or permitted to be given shall be in writing and delivered personally, sent by facsimile (and promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested. Such notices and reports shall be sent to the following addresses and persons (or such other address or person as a Party may provide by a communication complying with this section), and shall be effective upon personal delivery or five (5) days after dispatch by mail or courier, whichever is applicable:

If to BTC,

BioSpecifics Technologies Corp.
35 Wilbur Street
Lynbrook, New York 11563
Tel: (516) 593-7000
Fax: (516) 593-7039
Attn: President

with a copy to:

Carl A. Valenstein
Thelen Reid Brown Raysman & Steiner LLP
701 8th Street NW
Washington, DC 20001
Tel: (202) 508-4195
Fax: (202) 654-1836

If to the Research Foundation,

Office of Technology Licensing and Industry Relations
N5002 Melville
Memorial Library
Stony Brook, New York
11794-3369
Tel: (631) 632-9009
Fax: (631) 632-1505
Attn: Director

13.7 Waiver. The delay or failure of any Party to require performance of any provision in any one instance shall not be deemed a waiver and shall not affect the right to enforce the provision later or in any other instance. The observance of any term or condition may be waived, either generally or in a particular instance by the Party entitled to enforce such term or condition, but shall only be effective if in writing and signed by such Party.

13.8 Force Majeure. If either Party shall be delayed, interrupted in or prevented from the performance of any obligation hereunder (other than an obligation to make a payment) by reason of *force majeure,* including an act of God, fire, flood, earthquake, war (declared or undeclared), acts of terrorism, public disaster, strike or labor unrest, governmental act, rule or regulation, or any other cause beyond such Party's control, such Party shall not be liable to the other therefore and the time for performance of such obligation shall be extended for a period equal to the duration of the contingency which occasioned the delay, interruption or prevention. The Party invoking such *force majeure* rights must notify the other Party within a period of fifteen (15) days from the first and last day of the *force majeure* unless it renders such notification impossible, in which case, notification shall be made as soon as possible. If the resulting delay exceeds four (4) months, both Parties shall consult in good faith to determine an appropriate course of action.

13.9 Independent Contractors. It is expressly agreed that the Parties shall be independent contractors and that the relationship shall not constitute a partnership or agency of any kind. Neither Party may bind the other or make statements on behalf of the other without prior written consent.

13.10 Publicity. Neither Party shall use the name of the other Party in any publicity release without the prior written permission of the other, which shall not be unreasonably withheld. Except as required by law, neither Party shall publicly disclose the terms and conditions of the Agreement without the prior written consent of the other Party.

13.11 Headings. The captions used in this Agreement are inserted for convenience of reference only and shall not be construed to create obligations, benefits or limitations.

13.12 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

[*Signature Page Follows*]

CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

BIOSPECIFICS TECHNOLOGIES CORP.

By:/s/ Thomas L. Wegman
Name: Thomas L. Wegman
Title: President

Date: 08/23/07

THE RESEARCH FOUNDATION OF THE STATE UNIVERSITY NEW YORK AT STONY BROOK

By:/s/ Donna L. Tumminello
Name: Donna L. Tumminello
Title: Assistant Director

Date: 08/23/07

Signature Page to Cellulite License Agreement

EXHIBIT A

<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>

CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST.

EXHIBIT B

<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>

CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST.

EXHIBIT C

<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>

CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST.

EXHIBIT D

<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>

CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST.

Exhibit 10.8

Confidential treatment requested under 17 C.F.R. §§ 200.80(b)(4) and 240.24b-2. The confidential portions of this exhibit have been omitted and are marked accordingly. The confidential portions have been filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request.

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement"), effective as of March 27, 2010 (the "Effective Date"), is entered into by and between BioSpecifics Technologies Corp., a corporation organized and existing under the laws of Delaware (" BTC"), and Zachary Gerut, M.D. ("Gerut"). BTC and Gerut shall sometimes be referred to herein individually as a " Party" and collectively as "Parties."

RECITALS

WHEREAS, BTC has developed an injectable form of collagenase that has been used in a number of clinical applications, including, among other things, the treatment of fat and for which BTC owns patents, under EPO Patent #EPO721781B1 (Edwin H. Wegman, Burton Bronsther, and Erwin T. Jacob, "Reduction of Adipose Tissue Using Collagenase") and U.S. Patent #6,958,150 (B2), (Edwin H. Wegman, Burton Bronsther, and Erwin T. Jacob, "Reduction of Adipose Tissue") (collectively, the "BTC Patents"); and

WHEREAS, Gerut has performed clinical studies with injectable collagenase pertaining to the treatment of fat in accordance with the accepted principles of Good Clinical Practices and the clinical protocols for such studies have been reviewed and found to be satisfactory by the Food and Drug Administration (the "FDA") and BTC; and

WHEREAS, BTC and Gerut have entered into various agreements concerning the subject matter of this Agreement over the years (the " Previous Agreements"); and

WHEREAS, this Agreement shall supersede the Previous Agreements but shall have no effect upon the **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>**; and

WHEREAS, concurrently herewith, BTC and Gerut are entering into a side letter agreement in connection with this Agreement (the " Side Letter"); and

WHEREAS, concurrently herewith, BTC and Gerut are entering into an investigator agreement for a Phase II clinical trial for injectable collagenase for the treatment of fat (the "Investigator Agreement"); and

WHEREAS, Gerut is now willing to license the Licensed Know-How (hereinafter defined) to BTC, and BTC wishes to license the Licensed Know-How from Gerut, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

For the purposes of this Agreement, the following capitalized words and phrases, whether used in the singular or plural, shall have the following meanings:

1.1 "Affiliate" means any corporation or other business entity controlled by, controlling, or under common control with another entity, with "control" meaning direct or indirect beneficial ownership of more than 50% (or such lesser percent provided that ownership is accompanied by the power to direct the management or policies of the entity) of (a) the voting stock in the case of a corporation, or (b) the profits interest or decision-making authority in the case of an unincorporated business entity.

1.2 "Auxilium" means Auxilium Pharmaceuticals, Inc., a corporation organized and existing under the laws of Delaware.

1.3 "Auxilium License Agreement" means the agreement dated as of June 3, 2004 by and between BTC and Auxilium, as amended on May 10, 2005 and amended and restated on December 11, 2008, and as may be subsequently amended from time to time, under which BTC granted to Auxilium certain licenses, as defined therein.

1.4 "BTC Patents" has the meaning set forth above in the recitals.

1.5 "Combination Product" means any product containing both an agent or ingredient which constitutes a Licensed Product and one or more other active agents or ingredients which do not constitute Licensed Products.

1.6 "Development Program" means the preliminary research and pre-clinical, clinical, regulatory, process development and manufacturing work previously performed by Gerut and the Clinical Study (as defined in the Investigator Agreement) to be conducted by Gerut pursuant to the Investigator Agreement, with injectable collagenase pertaining to treatment of fat, as described more fully in Article II hereof.

1.7 "EMEA" means the European Medicines Evaluation Agency, which coordinates the scientific review of human pharmaceutical products under the centralized licensing procedure of the European Community, and includes any successor agency.

1.8 "Enzyme" means an enzyme constituted of collagenase obtained by fermentation of *Clostridium histolyticum*, purified by chromatography, lyophilized and substantially free from other proteinases, and any variants or derivatives thereof.

1.9 "FDA" has the meaning set forth above in the recitals.

1.10 "Field" means the removal or treatment of fat in humans or in animals.

1.11 "First Commercial Sale" means (a) the date of first sale following FDA or other regulatory approval of the NDA, MAA (as defined below) or equivalent marketing license application filed for a Licensed Product in any country, or (b) if regulatory approval is not required the first commercial sale of a Licensed Product, in either case to an independent party who is not an Affiliate, Sublicensee or subagent of the seller.

1.12 "Information" means (a) techniques, technology, practices, methods, procedures, inventions, discoveries, knowledge, know-how, trade secrets, skill, experience, gene or protein sequences, technical data, test data, analytical and quality control data, formulas or software programs, and (b) all compounds, compositions of matter, cells, cell lines, assays, and all other biological or chemical materials and samples.

1.13 "Joint Inventions" means any inventions in the Field, whether patentable or not, which are jointly conceived, discovered, developed or otherwise made, during the Development Program by at least one BTC employee or person contractually required to assign or license the intellectual property rights covering such inventions to BTC and to Gerut or an employee or person contractually required to assign or license the intellectual property rights covering such inventions to Gerut.

1.14 "Licensed Know-How" means (i) any proprietary Information or materials related to the manufacture, preparation, formulation, use or development of the Enzyme, the Licensed Products or injectable collagenase pertaining to the treatment of fat and shall include formulations, processes, techniques, formulas, biological, chemical, assay control and manufacturing, technical, pre-clinical, clinical or other data, methods, know-how, and trade secrets; (ii) all Information, not generally known, which is owned by Gerut or is rightfully held with right to sublicense as of the Effective Date, or which was developed, discovered, conceived, reduced to practice, or acquired by Gerut or assigned to Gerut as a result of the Development Program and which (a) relates to the Licensed Products or (b) relates to the methods, processes or techniques for the manufacture or use of the Licensed Products or (c) relates to injectable collagenase pertaining to the treatment of fat and (iii) any Joint Inventions.

1.15 "Licensed Products" means pharmaceutical products containing Enzyme as an active ingredient and any reformulation, improvement, enhancement, combination, refinement, or modification thereof, which are made, used and sold in the Field; provided however, the Licensed Products shall specifically exclude dermal formulations labeled for topical administration.

1.16 "MAA" means a Marketing Authorization Application filed with the EMEA.

1.17 "NDA" means a New Drug Application, Biologics License Application or a Product License Application filed with the FDA.

1.18 "Net Sales" means

(a) with respect to sales of Licensed Products by BTC or its Affiliates, or any other entity to which BTC has sold, assigned rights, merged with or has become acquired by, the gross sales price actually received less the following items to the extent they are paid and included in the invoice price provided that in no event shall the following amounts, in aggregate, exceed 15% of the gross sales price:

(i) customary trade discounts actually allowed;
(ii) packing, freight, and insurance costs;
(iii) sales, use, value-added and excise taxes;
(iv) import, export and customs duties and taxes;
(v) credit for returns, allowances or trades actually allowed; and
(vi) government mandated rebates, if any; and

(b) with respect to sales of Licensed Products by a Sublicensee (as defined below) where BTC has elected not to supply the Licensed Product, the net sales price as required to be reported to BTC by the Sublicensee pursuant to the written sublicense agreement between them. For purposes of clarification, if Auxilium or any other entity acquires BTC, then notwithstanding any termination of the Auxilium License Agreement, the Net Sales price shall be the price that would have been reported by Auxilium to BTC under the Auxilium License Agreement as if the Auxilium License Agreement had remained in effect.

(c) with respect to sales of Licensed Products by a Sublicensee (as defined below) where BTC has elected to supply the Licensed Product, the net sales price as required to be reported to BTC under the Supply Agreement entered into between them.

In the case of (a) and (b) above, sales by BTC, its Affiliates and Sublicensees to resellers or others for further formulation, processing, repackaging or relabeling shall be excluded, and only the subsequent resale to independent customers shall be deemed Net Sales.

In the case of Combination Products for which the agent or ingredient constituting a Licensed Product and each of the other active agents or ingredients not constituting a Licensed Product have established market prices when sold separately, Net Sales shall be determined by multiplying the Net Sales for each such Combination Product by a fraction, the numerator of which shall be the established market price for the Licensed Products contained in the Combination Product and the denominator of which shall be the sum of the established market price(s) for the Licensed Products plus the wholesale cost of other active agents or ingredients contained in the Combination Product. When separate market prices are not established, then the Parties shall negotiate in good faith to determine a fair and equitable method of calculating Net Sales for the Combination Product in question, taking into account factors such as relative cost and relative therapeutic or diagnostic contribution.

1.19 "Sublicensee" means Auxilium or any person or entity who receives in the future a sublicense from BTC pursuant to Article III hereof.

1.20 "Territory" means all countries of the world.

ARTICLE II.
DEVELOPMENT PROGRAM

2.1 Development Program. Pursuant to the Previous Agreements, Gerut, individually or collectively together with his employees, performed certain preliminary research and pre-clinical, clinical, regulatory, process development and manufacturing work and will conduct the Clinical Study (as defined in the Investigator Agreement) pursuant to the Investigator Agreement, related to injectable collagenase pertaining to the treatment of fat.

ARTICLE III.
LICENSE GRANT

3.1 License Grant. Gerut hereby grants to BTC and its Affiliates a worldwide exclusive license with right to sublicense the Licensed Know-How. Gerut further grants to BTC and its Affiliates a worldwide exclusive license with right to sublicense to use the Licensed Know-How to make, use and sell in any manner Licensed Products. Ownership of the Licensed Know-How shall be retained by Gerut subject to the license granted herein. Nothing in this Agreement shall be construed in any way to limit the right of Gerut, as a physician and independent contractor, to use XIAFLEX ™ for any purpose to pursue any medical, business and/or clinical advancements, including, but not limited to, teaching or providing medical services.

3.2 Sublicenses.

(a) BTC shall be entitled to grant sublicenses of its rights hereunder, with right to further sublicense, provided that any Net Sales of Licensed Products by a BTC Sublicensee shall be deemed to be Net Sales of BTC for purposes of royalty payments due hereunder, and BTC shall remain obligated to pay all royalties due with respect to Licensed Products sold by any Sublicensee. If BTC shall grant any sublicenses in addition to the Auxilium License Agreement under this Agreement, then it shall obtain the written commitment of such additional Sublicensees to abide by all applicable terms and conditions of this Agreement and BTC shall remain fully responsible to Gerut for the performance of all such terms by such additional Sublicensees. Upon the termination of this Agreement, each additional Sublicensee shall have the option to convert its sublicense to a direct license with Gerut on the same terms as in the sublicense agreement.

(b) Gerut hereby acknowledges and consents to the sublicense that BTC has previously granted to Auxilium pursuant to the Auxilium License Agreement in respect of the Licensed Products.

3.3 Subagents. It is agreed that BTC has the right to take the following actions, none of which shall constitute a sublicense hereunder and none of which shall be subject to Section 3.2 herein:

(a) appointing an agent or distributor to market, sell or otherwise dispose of Licensed Products; and

(b) subcontracting the development, manufacture or packaging of Licensed Products.

ARTICLE IV.
ROYALTIES

4.1 Royalties. **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION**>.

4.2 Royalty Period. The royalty obligations of BTC shall commence upon the date of the First Commercial Sale and continue until June 3, 2016 or such longer period as BTC continues to receive royalties for the Licensed Product; provided, however, that if BTC ceases on a country-by-country basis to receive royalties for the Licensed Product as a result of a sale of the royalty stream in respect of the Licensed Product in exchange for one or more cash payment(s) then **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION**>.

4.3 Currency; Conversion; Taxes. Royalty payments shall be paid in U.S. Dollars at the address of Gerut set forth in Section 10.7 below, or such other place as Gerut may reasonably designate in writing, consistent with applicable laws and regulations. Any taxes which BTC or its Affiliates or Sublicensees shall be required by law to withhold or pay upon remittance of the royalty payments shall be deducted from the royalty payable to Gerut and paid on its behalf as required. BTC shall furnish the original of any official receipts for such taxes. If any currency conversion shall be required in connection with the payment of royalties hereunder, such conversion shall be made by using the average of the daily exchange rates for such currency quoted by the Wall Street Journal's (New York edition) foreign exchange desk for each of the last three (3) banlcing days of each calendar quarter, or, in the case of sales by Sublicensees, using the exchange rates provided for in the written agreements between BTC and such Sublicensees.

4.4 Currency Transfer Restrictions. If in any country in the Territory the payment or transfer of royalties on Net Sales in such country is prohibited by law or regulation, BTC shall notify Gerut of the conditions preventing such transfer, and shall deposit the blocked payments in local currency in a recognized banking institution in the relevant country for the credit of Gerut and such deposits shall belong solely to Gerut.

4.5 Payments by Others. With respect to any sales of Licensed Products by BTC, its Affiliates or Sublicensees, BTC shall have the right to cause any Affiliate, Sublicensee or other designee to make direct payment to Gerut of the royalties otherwise due for such sales. Gerut shall accept such payments and the amount of royalties to be paid by BTC shall be reduced by the amount of such payments actually received directly by Gerut.

4.6 Special Payment for **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION**>.

ARTICLE V.
REPORTS, PAYMENTS AND ACCOUNTING

5.1 Royalty Reports and Payments. BTC agrees to make written reports and royalty payments to Gerut within 90 days after the close of each calendar quarter during the term of this Agreement, beginning with the quarter in which the First Commercial Sale occurs. These reports shall show for the calendar quarter in question all Net Sales of Licensed Products and the royalty due thereon, together with the same information for Licensed Products sold by Affiliates and Sublicensees (if applicable). With respect to sales of Licensed Products by Sublicensees, reports need only include information reflected in the reports required by Section 5.4 below which are actually received during the calendar quarter in question. Concurrently with the making of each report, BTC shall remit any royalty payment due for the period covered by the report. BTC will make a good faith attempt, using commercially reasonable biotech industry practices, to differentiate between Net Sales of Licensed Products and sales of similar products outside of the Field in calculating the amount of the royalty due hereunder to Gerut. Absent manifest error, BTC's good faith differentiation shall be binding and conclusive on the Parties.

5.2 Termination Report. Within ninety (90) days after the date on which BTC and its Affiliates and Sublicensees last sell any Licensed Products, BTC shall make a final termination report containing the same quarterly information required above.

5.3 Accounting. BTC agrees to keep written or digitally stored records for a period of three (3) years from the end of each reporting period in sufficient detail to enable the royalties payable to be determined, and further agrees to permit its books and records to be examined during normal business hours by an independent accounting firm, selected by Gerut and reasonably satisfactory to BTC, from time-to-time on reasonable notice, but not more often than once per year. Such examination must be made confidentially and the auditing firm shall be required to enter into reasonable confidentiality agreements. The expense of such examination shall be borne by Gerut except that in the event the results of the audit reveal a discrepancy in Gerut's favor of 7.5% or more, then reasonable out-of-pocket audit fees shall be paid by BTC. Any discrepancy will be promptly corrected by a payment or refund, as appropriate.

5.4 Third Party Reports. BTC agrees to require, as a term of any sublicense agreement, that the Sublicensee shall render written reports to BTC of Net Sales of Licensed Products no less frequently than twice per year and in sufficient detail to enable the royalties payable by BTC hereunder to be determined ("Third Party Reports"). BTC shall also require Sublicensees to keep records concerning Net Sales for a period of at least three (3) years, and to permit reasonable examination of such records by an independent accounting firm selected by BTC. Notwithstanding the foregoing, nothing in this Agreement shall be construed as enlarging, or requiring BTC to modify, Auxilium's, its Affiliate's or its Sublicensee's existing reporting and record keeping obligations pursuant to the Auxilium License Agreement.

5.5 Confidentiality of Reports. Gerut agrees that the information set forth in (a) the reports required by Sections 5.1 and 5.2, (b) the records subject to examination under Section 5.3, and (c) all Third Party Reports, shall be maintained in confidence by Gerut and any independent accounting firm selected under Section 5.3, shall not be used for any purpose other than verification of the performance by BTC of its obligations hereunder, and shall not be disclosed by Gerut or such accounting firm to any other person.

ARTICLE VI.
WARRANTIES; DISCLAIMED WARRANTIES; INDEMNIFICATION

6.1 Title; Authority. Gerut represents and warrants that he owns all of the rights pertaining to the Licensed Know-How licensed to BTC hereunder and that therefore has the full unrestricted legal right to enter into this Agreement and to grant the licenses granted hereunder.

6.2 No Other Licenses Granted. Gerut represents and warrants that he has not granted any license pertaining to the Licensed Know-How to any party other than to BTC pursuant to this Agreement.

6.3 No Known Infringement. As of the Effective Date, Gerut has not received any notice of infringement of or conflict with any patent, trade secret, copyright, trademark or other intellectual property right of any other person with respect to the Licensed Know-How.

6.4 No Warranty of Non-Infringement. Nothing in this Agreement shall be construed as a warranty or representation that any Licensed Products made, used or sold pursuant to any license granted hereunder is or will be free from infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights of third parties.

6.5 Indemnification by Gerut. Notwithstanding the absence of any warranty of non-infringement, Gerut shall, during the term of this Agreement and thereafter, indemnify and hold harmless BTC, its Affiliates, Sublicensees and its and their directors, officers, agents and employees, from any losses, damages, expenses and liabilities of any kind (including legal expenses and reasonable attorneys' fees and costs) resulting from Gerut's gross negligence or willful misconduct in connection with:

(a) the action or inaction of Gerut, his agents or his employees or

(b) any breach of this Agreement by Gerut, his agents or his employees.

6.6 Indemnification by BTC. BTC shall, during the term of this Agreement and thereafter, indemnify and hold harmless Gerut his agents and his employees, from any losses, damages, expenses, and liability of any kind whatsoever (including legal expenses and reasonable attorneys' fees and costs) resulting from BTC's (and its Affiliates' and Sublicensees') gross negligence or willful misconduct in connection with the manufacture, use, testing, sale or advertisement of Licensed Products; provided, however, that in no case will the foregoing indemnity obligation apply to the extent that such claim, proceeding, loss, expense, or liability is the result of:

(a) any action or inaction of Gerut, his agents or his employees, or their agents constituting medical malpractice; or

(b) any alleged or actual infringement by the Licensed Know-How of any patents, copyrights, trademarks, trade secrets or other intellectual property rights of third parties; or

(c) any breach of this Agreement by Gerut, his agents or his employees.

ARTICLE VII.
TERM AND TERMINATION

7.1 Term. Unless earlier terminated in accordance with this Article VII, this Agreement and the licenses granted hereunder shall continue in effect until the termination of BTC's royalty obligations. Thereafter, all licenses granted shall become fully paid-up, irrevocable exclusive licenses.

7.2 Termination by Gerut for Default. Gerut may terminate this Agreement if BTC commits any material default of any of BTC's material obligations, by notice to BTC specifying in reasonable detail the nature of the default, provided that such default has not been remedied within 90 days of such notice.

7.3 Termination by BTC. BTC may terminate this Agreement (a) on thirty (30) days' notice to Gerut if BTC elects to cease utilizing all license rights granted hereunder; (b) if Gerut or any of his agents or employees is in material default of any of Gerut's material obligations or covenants, which default has not been remedied within 90 days' of notice to Gerut specifying in reasonable detail the nature of the default.

7.4 Termination for Bankruptcy. If voluntary or involuntary proceedings in bankruptcy by or against Gerut are instituted under any insolvency law, or a receiver or custodian is appointed for Gerut, or proceedings are instituted by or against Gerut, which proceedings shall not have been dismissed within 60 days after the date of filing, or if Gerut makes an assignment for the benefit of creditors, or substantially all of the assets of Gerut are seized or attached and not released within 60 days thereafter, BTC may immediately terminate this Agreement by notice to Gerut. However, in the event that BTC elects not to terminate the Agreement, the Parties intend that the rights and licenses granted under this Agreement shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (or any equivalent provision of applicable foreign law), licenses or rights to "intellectual property" as defined under Section 101(52) of the U.S. Bankruptcy Code. BTC, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, subject to performance by Gerut of his preexisting obligations under this Agreement.

7.5 Rights and Obligations Upon Termination. If for any reason, and subject to the right to convert in accordance with 3.2(a), following termination of this Agreement, nothing herein shall be construed to release either Party from any obligation that arose prior to the date of such termination. After termination, BTC and its Affiliates and Sublicensees may complete Licensed Products in the process of manufacture at the date of termination and sell them along with any other Licensed Products in inventory, provided that BTC and its Sublicensees shall pay royalties as required by Article IV and shall submit the reports required by Article V for such Licensed Products.

7.6 Return of Confidential Information. Upon termination of this Agreement, BTC shall return or destroy all Licensed Know-How that is written, to Gerut, provided that BTC may retain one copy of all written materials for legal and archival purposes only.

ARTICLE VIII.
CONFIDENTIALITY, DISCLOSURE, AND PUBLICATIONS

8.1 Confidentiality.

(a) During the term of this Agreement and for a period of five (5) years following its expiration or termination, each Party shall maintain in confidence all Information disclosed by the other Party which is marked or identified as confidential or which the receiving Party has reason to know is confidential or proprietary (referred to herein as "Confidential Information"), and shall not disclose Confidential Information to anyone except those Affiliates, further Sublicensees, employees, subagents, consultants, or subcontractors having a "need to know" in order to carry out the receiving Party's activities as contemplated by this Agreement. Each receiving Party shall obtain written agreements to the extent applicable, from its Affiliates, Sublicensees, employees, subagents, consultants or subcontractors, prior to disclosure to them of Confidential Information, obligating them to hold in confidence and not use any Confidential Information except as permitted by this Agreement. Notwithstanding the foregoing sentence, if employees or consultants of a receiving Party have previously signed general confidentiality agreements in favor the receiving Party as employer, and if those agreements bind the employees or consultants to protect Information disclosed hereunder to at least the same extent required by this Section, then it shall be sufficient for the employing Party to (i) notify the employees or consultants of the fact that Information disclosed hereunder is governed by such confidentiality agreements and (ii) identify to such employees or consultants the specific Information so governed. Each Party shall use the same degree of effort used to protect its own most valuable proprietary Information from unauthorized use or disclosure, and shall be responsible for ensuring compliance with these obligations by its Affiliates, Sublicensees, employees, subagents, consultants and subcontractors. Each Party shall promptly notify the other upon discovery of any unauthorized use or disclosure of the other's Confidential Information.

(b) The receiving Party shall not use Confidential Information for any purpose, including for the development of products in the Field, except as contemplated by this Agreement.

8.2 Exceptions. The obligation of confidentiality and non-use in this Article shall not apply to the extent that:

(a) either Party (the "Recipient") is required to disclose Confidential Information by law, order or regulation of a governmental agency or a court of competent jurisdiction, or

(b) the Recipient can demonstrate that (i) the disclosed Information was, at the time of disclosure to the Recipient, already in the public domain or which, after disclosure, becomes part of the public domain other than as a result of action of the Recipient, its Affiliates, Sublicensees, employees, subagents, consultants or subcontractors in violation hereof; (ii) the Recipient can demonstrate that the disclosed Information was rightfully known or independently developed by the Recipient or its Affiliates prior to the date of disclosure to the Recipient, or (iii) the disclosed Information was received by the Recipient or its Affiliates on an unrestricted basis from a source unrelated to any Party to this Agreement and not under a duty of confidentiality to the other Party or

(c) the disclosure is made to the FDA, EMEA or other regulatory agency as part of a product approval process.

8.3 Legally Compelled Information. In the event that either Party becomes legally compelled to disclose any Confidential Information belonging to the other Party, it shall notify the other Party prior to disclosure so that the other Party can seek a protective order or other appropriate remedy.

8.4 Publications. Prior to public disclosure of or submission for publication of an abstract, manuscript or oral presentation describing the results of any aspect of the Development Program or other scientific activity between BTC and Gerut, the Party disclosing or submitting such abstract, manuscript or oral presentation ("Disclosing Party") shall send the other Party ("Responding Party") by a recognized delivery service for next day delivery a copy of the abstract, manuscript or oral presentation materials to be submitted. The Responding Party shall have 10 days, in the case of an abstract or oral presentation materials, or 30 days, in the case of a manuscript, from the date of receipt of the abstract, manuscript or oral presentation materials. If the Responding Party believes the subject matter of such abstract, manuscript or oral presentation contains Confidential Information or a patentable invention of significant commercial value to the Responding Party, then prior to the expiration of the relevant period, the Responding Party shall notify the Disclosing Party in writing of its determination and the basis for its conclusion. Upon receipt of such notice, the Disclosing Party shall delay public disclosure of or submission of abstract, manuscript or oral presentation for an additional period of 60 days to permit preparation and filing of a patent application on the disclosed subject matter. No publication or presentation shall be made by the Disclosing Party unless and until the Responding Party's comments have been addressed and any information determined by the Responding Party to be Confidential Information of the Responding Party has been removed. Determination of authorship for any paper or inventorship for any patent shall be in accordance with accepted scientific practice or patent law, as appropriate. Should any questions of authorship or inventorship arise, they will be determined by good faith consultation between Gerut and BTC.

ARTICLE IX.
DISPUTE RESOLUTION; ARBITRATION

9.1 Exclusive Remedy. The Parties agree that the terms of this Article shall be the exclusive means of resolving any dispute, controversy or claim (a "Dispute") arising out of or relating to this Agreement, except that either Party may seek injunctive relief or other provisional remedies from a court of competent jurisdiction if necessary to protect such Party's name, intellectual property rights, or to prevent irreparable harm.

9.2 Good Faith Negotiations. In the event of any Dispute arising out of or relating to or in connection with any provision of the Agreement, or the rights or obligations hereunder, the Parties shall try to settle their differences amicably between themselves. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and within ten (10) business days after such notice appropriate representatives of the Parties shall meet for attempted resolutions by good faith negotiations. If such representatives are unable to resolve such disputed matters, they shall be referred to the senior management of BTC, for discussion and resolution. If they are unable to resolve the dispute within thirty (30) days (or such longer period of time as the Parties may agree to in writing) of initiating such negotiations, then the Parties may resort to binding arbitration, as set forth in Section 9.3 below.

9.3 Binding Arbitration. Any Dispute not so resolved may be submitted, by a written notice of request to arbitrate given by either Party, to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in force except as modified in accordance with the provisions of this Section. The arbitration proceedings shall be held in the City of New York in New York State.

9.4 Arbitrators. The arbitral tribunal shall be composed of three arbitrators, one appointed by each Party within 15 days, and the two arbitrators so appointed shall, within 15 days of their appointment, appoint a third arbitrator who shall act as Chairperson of the tribunal. If the Dispute involves scientific or technical matters, at least 2 of the 3 arbitrators chosen shall have educational training and/or experience sufficient to demonstrate a reasonable level of knowledge in the field of biotechnology.

9.5 Procedures.

(a) Prompt resolution of any Dispute is important to both Parties; and the Parties agree that the arbitration of any Dispute shall be conducted expeditiously. The arbitrators shall be instructed and directed to assume management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the Dispute. The arbitrators shall be directed that any arbitration shall be completed within 1 year from the filing of notice of a request for such arbitration.

(b) The arbitrators shall determine what discovery shall be permitted, consistent with the goal of limiting the cost and time which the Parties must expend for discovery; provided that the arbitrators shall permit such discovery as they deem necessary to permit an equitable resolution of the Dispute.

(c) In arriving at decisions, the arbitrators shall apply the terms and conditions of this Agreement in accordance with the rules of law of the state of New York. The arbitrators are empowered to render the following awards in accordance with any provision of this Agreement: (i) enjoining a Party from performing any act prohibited, or compelling a Party to perform any act required, by the terms of this Agreement or any related agreement, and (ii) ordering such other legal or equitable relief, including any provisional legal or equitable relief, or specifying such procedures as the arbitrator deems appropriate, to resolve any Dispute submitted for arbitration. Any monetary award made and shall be payable in U.S. Dollars free of any tax or any deduction. The arbitrators shall issue to both Parties a written explanation in English of the reasons for the award and a full statement of the facts as found and the rules of law applied in reaching the decision. An award rendered in connection with an arbitration pursuant to this Article shall be the sole, exclusive, final and binding remedy between the Parties regarding the Dispute and any counterclaims made, and judgment upon any award may be entered and enforced in any court of competent jurisdiction.

9.6 Expenses. The award rendered by the arbitrators shall include the costs of arbitration, arbitrator fees, reasonable attorneys' fees and reasonable costs for expert and other witnesses.

9.7 Confidentiality of Proceedings. The arbitration proceedings shall not be made public without the joint consent of the Parties, and each Party shall maintain the confidentiality of such proceedings and decision unless otherwise required by law or permitted in writing by the other Party.

ARTICLE X.
MISCELLANEOUS PROVISIONS

10.1 **<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>.**

10.2 Indemnification Procedures. In the event either Party seeks indemnification under any provision for indemnification afforded by this Agreement, the following procedures shall be followed:

(a) Notice of Claim. The Party seeking indemnification (the "Indemnitee") shall give the other Party (the "Indemnifying Party") prompt notice of any losses or of the discovery of facts upon which a request for indemnification may be made. The Indemnifying Party shall not be liable for any losses that it can show resulted from any delay in providing such notice. The notice must contain a description of the claim and the nature and amount of the loss (to the extent known), and shall include copies of all papers and official documents received in respect of any losses.

(b) Control of Defense. At its option, the Indemnifying Party may assume the defense of any third party claim by giving written notice to the Indemnitee within thirty (30) days of the Indemnitee's notice. The assumption of the defense of a third party claim by the Indemnifying Party shall not be construed as an acknowledgment that the Indemnifying Party is liable to the Indemnitee. Upon assuming the defense of a third party claim, the Indemnifying Party shall have the right to choose legal counsel and direct and control the defense in its sole discretion. In the event that it is ultimately determined that the Indemnifying Party is not obligated to indemnify the Indemnitee from the claim, the Indemnitee shall reimburse the Indemnifying Party for all costs and expenses incurred.

(c) Right to Participate in Defense. The Indemnitee shall be entitled to participate in, but not control, the defense of a third party claim and to employ counsel of its choice for such purpose; provided, however, that such participation shall be at the Indemnitee's own expense unless the indemnifying Party has failed to assume the defense, in which case the Indemnitee shall control the defense.

(d) Settlement. If the Indemnifying Party has acknowledged in writing the obligation to indemnify the Indemnitee for losses requiring only the payment of money damages in connection with a third party claim, and that will not result in the Indemnitee's becoming subject to injunctive or other, the Indemnifying Party shall have the sole right to consent to the entry of any judgment, enter into any settlement or otherwise dispose of such claim on such terms as the Indemnifying Party deems appropriate in its sole discretion. With respect to all other claims or losses, the Indemnifying Party shall have authority to consent to the entry of any judgment, enter into any settlement or otherwise dispose of such claim or loss provided it obtains the prior written consent of the Indemnitee (which consent shall not be unreasonably withheld or delayed). Regardless of whether the Indemnifying Party chooses to defend or prosecute any third party claim, no Indemnitee shall admit any liability with respect to, or settle, compromise or discharge, any such claim without the prior written consent of the Indemnifying Party.

(e) Cooperation of Indemnitee. Regardless of whether the Indemnifying Party chooses to defend or prosecute any third party claim, the Indemnitee shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested. Such cooperation shall include access to and reasonable retention by the Indemnified Party of, records and information that are reasonably relevant to such third party claim, and making the Indemnitee's employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnifying Party shall reimburse the Indemnitee for all its reasonable out-of-pocket expenses in connection therewith.

(f) Reimbursement of Expenses. The verifiable costs and expenses, including fees and disbursements of counsel, incurred by the Indemnitee in connection with any claim shall be reimbursed quarterly by the Indemnifying Party, without prejudice to the Indemnifying Party's right to contest its indemnification obligations, and such reimbursements shall be subject to refund in the event the Indemnifying Party is ultimately held not to be obligated to indemnify the Indemnitee.

10.3 Assignment; Successors. This Agreement may not be assigned by either Party without the prior written consent of the other, except that BTC may assign this Agreement to a party which acquires (whether by merger, sale of assets or otherwise) all or substantially all of that portion of BTC's business to which this Agreement pertains. Any entity to whom BTC assigns its rights under this Agreement, is merged with or is acquired by shall be bound the terms of this Agreement, including the obligation to pay royalties to Gerut and no assignment shall relieve BTC of its obligations hereunder without the prior written consent of Gerut.

10.4 Entire Agreement. This Agreement, the Side Letter and the Investigator Agreement, together with all corresponding Exhibits, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all Previous Agreements, whether written or oral, but shall have no effect upon the Existing Options. This Agreement or any corresponding Exhibit may not be modified orally, but only by an instrument in writing signed by both Parties.

10.5 Choice of Law. The validity, performance, construction and effect of the Agreement shall be governed by the substantive laws of the state of New York without reference to conflicts of laws provisions.

10.6 Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator pursuant to Section 9.5 (or by a court whose decision is final and binding pursuant to subsection 9.1) that provision shall be deemed fully severable. The remaining provisions of this Agreement shall remain in full force and effect and will be construed as if the invalid or unenforceable provision had been deleted.

10.7 Notices. Any notice or report required or permitted to be given shall be in writing and delivered personally, sent by facsimile (and promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested. Such notices and reports shall be sent to the following addresses and persons (or such other address or person as a Party may provide by a communication complying with this section), and shall be effective upon personal delivery or 5 days after dispatch by mail or courier, whichever is applicable:

If to BTC,

BioSpecifics Technologies Corp.
35 Wilbur Street
Lynbrook, New York 11563
Fax: (516) 593-7039
Attn: President

with a copy to:

Carl A. Valenstein
Bingham McCutchen LLP
2020 K Street, N.W.
Fax: (202) 373-6448

If to Gerut,

1245 Colonial Road
Hewlett, NY 11557
Fax No.: (516) 295-2487

with a copy to:

Stanley D. Friedman
McAloon & Friedman, P.C.
123 William Street
New York, New York 10038
Fax (212) 227-2903

10.8 Waiver. The delay or failure of any Party to require performance of any provision in any one instance shall not be deemed a waiver and shall not affect the right to enforce the provision later or in any other instance. The observance of any term or condition may be waived, either generally or in a particular instance by the Party entitled to enforce such term or condition, but shall only be effective if in writing and signed by such Party.

10.9 Force Majeure. If either Party shall be delayed, interrupted in or prevented from the performance of any obligation hereunder (other than an obligation to make a payment) by reason of *force majeure*, including an act of God, fire, flood, earthquake, war (declared or undeclared), acts of terrorism, public disaster, strike or labor unrest, governmental act, rule or regulation, or any other cause beyond such Party's control, such Party shall not be liable to the other therefore and the time for performance of such obligation shall be extended for a period equal to the duration of the contingency which occasioned the delay, interruption or prevention. The Party invoking such *force majeure* rights must notify the other Party within a period of 15 days from the first and last day of the *force majeure* unless it renders such notification impossible, in which case, notification shall be made as soon as possible. If the resulting delay exceeds 4 months, both Parties shall consult in good faith to determine an appropriate course of action.

10.10 Independent Contractors. It is expressly agreed that the Parties shall be independent contractors and that the relationship shall not constitute a partnership or agency of any kind. Neither Party may bind the other or make statements on behalf of the other without prior written consent.

10.11 Publicity. Neither Party shall use the name of the other Party in any publicity release without the prior written permission of the other, which shall not be unreasonably withheld. Except as required by law, neither Party shall publicly disclose the terms and conditions of the Agreement without the prior written consent of the other Party.

10.12 Headings. The captions used in this Agreement are inserted for convenience of reference only and shall not be construed to create obligations, benefits or limitations.

10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

[*Signature Page Follows*]

CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

BIOSPECIFICS TECHNOLOGIES CORP.

By:/s/ Thomas L. Wegman
Name: Thomas L. Wegman
Title: President

/s/ Zachary Gerut
Zachary Gerut

Signature Page to License Agreement

EXHIBIT A

<OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION>

CERTAIN INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A CONFIDENTIAL TREATMENT REQUEST.

Exhibit 23

Consent of the Independent Registered Certified Public Accounting Firm

We hereby consent to the incorporation of our audit report dated March 14, 2013 with respect to the consolidated balance sheets of BioSpecifics Technologies Corp. as of December 31, 2012 and 2011, and the related statements of income, stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2012, 2011, 2010 and our report dated March 14, 2013 with respect to internal control over financial reporting as of December 31, 2012, in Form 10-K for the year ended December 31, 2012 for BioSpecifics Technologies Corp.

/s/ Tabriztchi & Co., CPA, P.C.

Garden City, NY
March 14, 2013

Exhibit 31

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO RULES 13a-14(a) AND 15d-14(a) OF
THE SECURITIES EXCHANGE ACT OF 1934

I, Thomas L. Wegman, certify that:

1. I have reviewed this annual report on Form 10-K for the fiscal year ended December 31, 2012 of BioSpecifics Technologies Corp.;

2. Based on my knowledge, the report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and to the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: March 14, 2013

/s/ Thomas L. Wegman
Thomas L. Wegman
President, Principal Executive and Financial Officer

Exhibit 32

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO RULES 13a-14(b) AND 15d-14(b) OF
THE SECURITIES EXCHANGE ACT OF 1934 AND
18 U.S.C. SECTION 1350

The undersigned, Thomas L. Wegman, the President, Principal Executive Officer and Principal Financial Officer of BioSpecifics Technologies Corp. (the "Company"), DOES HEREBY CERTIFY that:

1. The Company's annual report on Form 10-K for the fiscal year ended December 31, 2012 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company for the period covered by the Report.

IN WITNESS WHEREOF, the undersigned has executed this certification this 14th day of March, 2013.

/s/ Thomas L. Wegman
Thomas L. Wegman
President, Principal Executive and Financial Officer

This certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange of 1934, as amended, or otherwise subject to liability pursuant to that section. Such certification shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the Company specifically incorporates it by reference.