

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

**Imprimis Pharmaceuticals, Inc.**

(Name of Issuer)

**Common Stock, \$.001 par value**

(Title of Class of Securities)

**45323A 102**

(CUSIP Number)

**Mark L. Baum**  
**Managing Member**  
**DermaStar International, LLC**  
**1302 Waugh Dr., Suite 618**  
**Houston, Texas 77109**  
**858-405-4448**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**December 12, 2011**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

1. Names of Reporting Persons.

**DermaStar International, LLC**

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds (see instructions)

**OO**

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

**Nevada**

Number of Shares Beneficially Owned by Each Reporting Person With:

7. Sole Voting Power

**0**

8. Shared Voting Power

**15,979,853<sup>1</sup>**

9. Sole Dispositive Power

**0**

10. Shared Dispositive Power

**15,979,853<sup>1</sup>**

11. Aggregate Amount Beneficially Owned by Each Reporting Person

**15,979,853<sup>1</sup>**

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)

13. Percent of Class Represented by Amount in Row (11)

**53.39%<sup>2</sup>**

14. Type of Reporting Person (see instructions)

**OO**

<sup>1</sup> Consists of: (a) 7,274,812 shares of Common Stock issued to DermaStar upon conversion of (i) the Convertible Note and (ii) an amount of \$56,086.76 in accounts payable of the Issuer; (b) 7,498,500 shares of Common Stock issuable upon conversion of ten shares of Series A Preferred Stock of the Issuer held by DermaStar, which are issuable within 60 days of the date of the filing of this Statement; (c) 965,233 shares of Common Stock issued to DermaStar pursuant to the Conversion Agreement; and (d) 241,308 shares of Common Stock issuable to DermaStar under the Warrant, which are issuable within 60 days of the date of the filing of this Statement.

<sup>2</sup> The percentage was calculated based on 29,930,334 shares of Common Stock, as follows: (a) 22,190,526 shares of Common Stock outstanding as of April 26, 2012; (b) 7,498,500 shares of Common Stock issuable upon conversion of ten shares of Series A Preferred Stock of the Issuer held by DermaStar and convertible within 60 days of the date of the filing of this Statement; and (c) 241,308 shares of Common Stock issuable to DermaStar under the Warrant, which are issuable within 60 days of the date of the filing of this Statement.

1. Names of Reporting Persons.

**Mark L. Baum**

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds

**OO**

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

**U.S.A**

Number of Shares Beneficially Owned by Each Reporting Person With:

7. Sole Voting Power

**354,167<sup>1</sup>**

8. Shared Voting Power

**15,979,853<sup>2</sup>**

9. Sole Dispositive Power

**354,167<sup>1</sup>**

10. Shared Dispositive Power

**15,979,853<sup>2</sup>**

11. Aggregate Amount Beneficially Owned by Each Reporting Person

**16,334,020<sup>3</sup>**

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)

13. Percent of Class Represented by Amount in Row (11)

**53.94%<sup>4</sup>**

14. Type of Reporting Person (see instructions)

**IN**

<sup>1</sup> Consists of options to purchase 354,167 shares of Common Stock held by Mr. Baum and exercisable within 60 days of the date of the filing of this Statement.

<sup>2</sup> Consists of: (a) 7,274,812 shares of Common Stock issued to DermaStar upon conversion of (i) the Convertible Note and (ii) an amount of \$56,086.76 in accounts payable of the Issuer; (b) 7,498,500 shares of Common Stock issuable upon conversion of ten shares of Series A Preferred Stock of the Issuer held by DermaStar, which are issuable within 60 days of the date of the filing of this Statement; (c) 965,233 shares of Common Stock issued to DermaStar pursuant to the Conversion Agreement; and (d) 241,308 shares of Common Stock issuable to DermaStar under the Warrant, which are issuable within 60 days of the date of the filing of this Statement.

<sup>3</sup> Consists of the aggregate number of shares of Common Stock described in footnotes 1 and 2 above.

<sup>4</sup> The percentage was calculated based on 30,284,501 shares of Common Stock, as follows: (a) 22,190,526 shares of Common Stock outstanding as of April 26, 2012; (b) 7,498,500 shares of Common Stock issuable upon conversion of ten shares of Series A Preferred Stock of the Issuer held by DermaStar and convertible within 60 days of the date of the filing of this Statement; (c) 241,308 shares of Common Stock issuable to DermaStar under the Warrant, which are issuable within 60 days of the date of the filing of this Statement; and (d) 354,167 shares of Common Stock issuable upon the exercise of an option to purchase shares of Common Stock held by Mr. Baum and exercisable within 60 days of the date of the filing of this Statement.

1. Names of Reporting Persons.

**Robert Kammer**

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds

**OO**

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

**U.S.A**

Number of Shares Beneficially Owned by Each Reporting Person With:

7. Sole Voting Power

**139,178<sup>1</sup>**

8. Shared Voting Power

**15,979,853<sup>2</sup>**

9. Sole Dispositive Power

**139,178<sup>1</sup>**

10. Shared Dispositive Power

**15,979,853<sup>2</sup>**

11. Aggregate Amount Beneficially Owned by Each Reporting Person

**16,119,031<sup>3</sup>**

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions)

13. Percent of Class Represented by Amount in Row (11)

**53.65%<sup>4</sup>**

14. Type of Reporting Person (See Instructions)

**IN**

<sup>1</sup> Consists of: (a) 23,206 shares of Common Stock held by Dr. Kammer; (b) options to purchase 93,750 shares of Common Stock held by Dr. Kammer and exercisable within 60 days of the date of the filing of this Statement; and (c) 22,222 shares of Common Stock issuable to Dr. Kammer pursuant to the Kammer Advisory Agreement within 60 days of the filing of this Statement..

<sup>2</sup> Consists of: (a) 7,274,812 shares of Common Stock issued to DermaStar upon conversion of (i) the Convertible Note and (ii) an amount of \$56,086.76 in accounts payable of the Issuer; (b) 7,498,500 shares of Common Stock issuable upon conversion of ten shares of Series A Preferred Stock of the Issuer held by DermaStar, which are issuable within 60 days of the date of the filing of this Statement; (c) 965,233 shares of Common Stock issued to DermaStar pursuant to the Conversion Agreement; and (d) 241,308 shares of Common Stock issuable to DermaStar under the Warrant, which are issuable within 60 days of the date of the filing of this Statement.

<sup>3</sup> Consists of the aggregate number of shares of Common Stock described in footnotes 1 and 2 above.

<sup>4</sup> The percentage was calculated based on 30,046,306 shares of Common Stock, as follows: (a) 22,190,526 shares of Common Stock outstanding as of April 26, 2012; (b) 7,498,500 shares of Common Stock issuable upon conversion of ten shares of Series A Preferred Stock of the Issuer held by DermaStar and convertible within 60 days of the date of the filing of this Statement; (c) 241,308 shares of Common Stock issuable to DermaStar under the Warrant, which are issuable within 60 days of the date of the filing of this Statement; (d) 93,750 shares of Common Stock issuable upon the exercise of an option to purchase shares of Common Stock held by Dr. Kammer and exercisable within 60 days of the date of the filing of this Statement; and (e) 22,222 shares of Common Stock issuable to Dr. Kammer pursuant to the Kammer Advisory Agreement within 60 days of the filing of this Statement..

## **Item 1. Security and Issuer**

This Schedule 13D (the “Statement”) is filed with respect to the common stock, par value \$0.001 (the “Common Stock”), of Imprimis Pharmaceuticals, Inc., a Delaware corporation (the “Issuer,” and formerly known as Transdel Pharmaceuticals, Inc.). The principal executive offices of the Issuer are located at 437 S. Highway 101, Suite 209, Solana Beach, CA 92075.

## **Item 2. Identity and Background**

(a) This Statement is being jointly filed by each of the following persons pursuant to Rule 13d-1(k) promulgated by the Securities and Exchange Commission (the “Commission”) pursuant to Section 13 of the Act: (i) DermaStar International, LLC, a Nevada limited liability company (“DermaStar”), by virtue of its direct beneficial ownership of Common Stock; (ii) Mark L. Baum, an individual (“Mr. Baum”), by virtue of his being a managing member of DermaStar and a direct beneficial owner of Common Stock; and (iii) Dr. Robert Kammer, an individual (“Dr. Kammer”), by virtue of his being a managing member of DermaStar and a direct beneficial owner of Common Stock. DermaStar, Mr. Baum and Dr. Kammer are sometimes referred to herein individually as a “Reporting Person” and collectively as the “Reporting Persons.” Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of information by another Reporting Person.

(b) The business address of each of the Reporting Persons is 1302 Waugh Dr. #618, Houston, TX 77019.

(c) The principal business of DermaStar is an asset holding company for its members. Mr. Baum is a managing member of DermaStar and a Director and Chief Executive Officer of the Issuer. Dr. Kammer is a managing member of DermaStar and the Chairman of the Board of Directors of the Issuer.

(d) During the past five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, none of the Reporting Persons was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) DermaStar is a Nevada limited liability company. Mr. Baum and Dr. Kammer are both citizens of the United States of America.

## **Item 3. Source and Amount of Funds or Other Consideration**

As disclosed in the Issuer’s Form 8-K filed with the Commission on December 20, 2011, the relevant items of which are hereby incorporated in their entirety by reference, on November 21, 2011, the Issuer entered into a Securities Purchase Agreement (the “Purchase Agreement”) with DermaStar, pursuant to which the Issuer agreed to issue ten (10) shares of Series A Convertible Preferred Stock (the “Series A Preferred Stock”) to DermaStar for an aggregate purchase price of \$100,000. The Purchase Agreement became effective on December 9, 2011. On December 12, 2011, the Issuer and DermaStar consummated the transactions contemplated by the Purchase Agreement and the Issuer issued to DermaStar the Series A Preferred Stock and DermaStar paid the aggregate purchase price therefor of \$100,000, using the working capital of DermaStar. Effective on February 28, 2012, the Issuer effected (i) a 1-for-8 reverse split of its Common Stock (the “Reverse Split”) and (ii) an increase in its total number of shares of Common Stock authorized from 50,000,000 shares to 395,000,000 shares (the “Authorized Increase”). Subject to the application of the terms of the Reverse Split and Authorized Increase, as of February 28, 2012, the shares of Series A Preferred Stock issued to DermaStar are convertible into a total of 7,498,500 shares of the Issuer’s Common Stock. A copy of the Purchase Agreement is attached as an exhibit to the Issuer’s Form 8-K filed with the Commission on December 20, 2011 and hereby incorporated in its entirety by reference. The foregoing description of the terms of the Purchase Agreement is qualified in its entirety by reference to such exhibit.

As disclosed in the Issuer's Form 8-K filed with the Commission on January 25, 2012, the relevant items of which are hereby incorporated in their entirety by reference, as of January 25, 2012, the Issuer entered a waiver and settlement agreement (the "Waiver Agreement") with DermaStar, relating to DermaStar's 80% interest in a \$1,000,000 7.5% convertible promissory (the "Convertible Note") issued by the Issuer on April 5, 2010. DermaStar acquired its interest in the Convertible Note on January 1, 2012 for the purchase price of \$50,000 using the working capital of DermaStar. Pursuant to the Waiver Agreement, DermaStar and the Issuer agreed to the mandatory conversion of DermaStar's interest in the Convertible Note at such time as (and not until) the Issuer had a sufficient number of authorized Common Stock to effect such a conversion. Additionally, DermaStar agreed to a mandatory conversion of an amount of \$56,086.76 in good and valid accounts payable of the Issuer held by DermaStar, at such time as (and not until) the Issuer had a sufficient number of authorized common shares and was able to convert such amounts of accounts payable. Following the Reverse Split and Authorized Increase and pursuant to the terms of the Waiver Agreement, the Convertible Note and the amounts of accounts payable were converted into 7,274,812 shares of Common Stock, which are held directly by DermaStar as of the date of the filing of this Statement. A copy of the Convertible Note is attached as an exhibit to the Issuer's Form 8-K filed with the Commission on April 8, 2010 and is hereby incorporated in its entirety by reference. The foregoing description of the terms of the Convertible Note is qualified in its entirety by reference to such exhibit.

As originally disclosed in the Issuer's Form 8-K filed on December 20, 2011 and hereby incorporated in its entirety by reference, on November 21, 2011, the Issuer entered into a Secured Line of Credit Letter Agreement (the "Line of Credit Agreement") with DermaStar. The Line of Credit Agreement became effective on December 9, 2011, in connection with the dismissal of the Chapter 11 Case by the Bankruptcy Court. On December 9, 2011, as required by the Line of Credit Agreement, the Issuer entered into a Security Agreement (the "Security Agreement") and an Intellectual Property Security Agreement ("IP Security Agreement") with DermaStar, pursuant to which the Issuer granted to DermaStar a blanket security interest in all of its assets, including its intellectual property. A copy of the Line of Credit Agreement, the Security Agreement and the Intellectual Property Security Agreement is attached as an exhibit to the Issuer's Current Report on Form 8-K filed on December 20, 2011 and hereby incorporated in its entirety by reference. The foregoing description of the terms of the Line of Credit Agreement, the Security Agreement and the Intellectual Property Security Agreement is qualified in its entirety by reference to such exhibit.

The Line of Credit Agreement provided for advances to the Issuer of up to an aggregate of \$750,000. As of the date of this filing, DermaStar advanced the total maximum \$750,000 pursuant to four separate promissory notes issued to DermaStar (the "Promissory Notes"). On April 20, 2012, the Issuer and DermaStar entered into a Promissory Note Conversion Agreement (the "Conversion Agreement") wherein the entire principal balance of the Promissory Notes and all related accrued interest totaling \$762,534.25 was converted into a total of 965,233 shares of Common Stock and related warrants to purchase an aggregate of 241,308 shares of Common Stock at an exercise price of \$1.185 per share (the "Warrant"). The Warrant is exercisable anytime after April 25, 2012 (the "Exercise Date") and expires on the third anniversary of the Exercise Date. A copy of the Promissory Note Conversion Agreement is attached as an exhibit to the Issuer's Current Report on Form 8-K filed on April 27, 2012 and hereby incorporated in its entirety by reference. The foregoing description of the terms of the Promissory Note Conversion Agreement is qualified in its entirety by reference to such exhibit.

On or about January 25, 2012 and effective as of February 28, 2012, pursuant to the terms of the Imprimis Pharmaceuticals, Inc. 2007 Stock Incentive and Awards Plan (the "Plan"), Mr. Baum was issued as a bonus an option to purchase up to 625,000 shares of Common Stock at an exercise price of \$0.48. The shares issuable pursuant to the exercise of these options reflect the application of the Reverse Split. These options maintain a 10 year term and 1/12th of the options will vest on each of the 12 monthly periods following the date of issuance.

On or about April 1, 2012, the Issuer appointed Mr. Baum as Chief Executive Officer. Pursuant to the terms of the related employment agreement and the Plan, Mr. Baum was issued an option to purchase up to 300,000 shares of Common Stock at an exercise price of \$0.90. The shares issuable pursuant to the exercise of the options as described in the previous sentence reflect the application of the Reverse Split. These options will terminate on March 31, 2017 and will vest over a one year period, with 75,000 options vesting immediately upon issuance, and an additional 9,375 options vesting monthly for the next twenty four months thereafter.

On or about April 1, 2012, the Issuer issued its existing Board of Directors options pursuant to the Plan. Pursuant to the terms of the Plan, Mr. Baum was issued an option to purchase up to 125,000 shares of Common Stock at an exercise price of \$0.90. The shares issuable pursuant to the exercise of the options as described in the previous sentence reflect the application of the Reverse Split. The options will terminate on March 31, 2017 and vest quarterly over a one year term with the initial 31,250 options vesting on June 30, 2012, the next 31,250 options vesting on September 30, 2012, the next 31,250 options vesting on December 31, 2012 and the final 31,250 options vesting on March 31, 2013

The 1,050,000 options described in the previous three paragraphs are referred to hereinafter collectively as the "Baum Options". A total of 354,167 of the Baum Options are exercisable by Mr. Baum as of the date of the filing of this Statement.

Prior to his appointment as a Director of the Issuer, Dr. Kammer owned a total of 23,206 shares of Common Stock as an individual.

On April 1, 2012, the Issuer's Board of Directors appointed Dr. Robert Kammer, as Chairman of the Board. Concurrently with his appointment as Chairman of the Board, the Issuer and Dr. Kammer entered into an advisory agreement effective as of April 1, 2012 (the "Kammer Advisory Agreement"). Under the terms of the Advisory Agreement, Dr. Kammer is to be compensated \$10,000 per month; *provided however*, until the Issuer completes an equity or debt financing yielding not less than \$15,000,000 to the Issuer (a "Qualified Transaction"), such monthly payment shall be made in the form of Common Stock based on \$0.90 price per share being allocated to each dollar of payment due to Dr. Kammer. Subsequent to a Qualified Transaction, Dr. Kammer may unilaterally choose to be paid in either: (i) cash; or (ii) Common Stock, based on the same \$0.90 price per share. Copies of the Kammer Advisory Agreement was attached as an exhibit to the Issuer's Current Report on Form 8-K filed on April 27, 2012 and hereby incorporated in its entirety by reference. The foregoing description of the terms of the Kammer Advisory Agreement is qualified in its entirety by reference to such exhibit.

In addition, pursuant to the Kammer Advisory Agreement and the Plan, Dr. Kammer was issued an option to purchase up to 300,000 shares of Common Stock at an exercise price of \$0.90. The shares issuable pursuant to the exercise of the options as described in the previous sentence reflect the application of the Reverse Split. These options will terminate on March 31, 2017 and will vest over a one year period, with 75,000 options vesting immediately upon issuance, and an additional 9,375 options vesting monthly for the next twenty four months thereafter.

On or about April 1, 2012, the Issuer issued its existing Board of Directors options pursuant to the Plan. Pursuant to the terms of the Plan, Dr. Kammer was issued an option to purchase up to 125,000 shares of Common Stock at an exercise price of \$0.90. The shares issuable pursuant to the exercise of the options as described in the previous sentence reflect the application of the Reverse Split. The options will terminate on March 31, 2017 and vest quarterly over a one year term with the initial 31,250 options vesting on June 30, 2012, the next 31,250 options vesting on September 30, 2012, the next 31,250 options vesting on December 31, 2012 and the final 31,250 options vesting on March 31, 2013

The 425,000 options described in the previous two paragraphs are referred to hereinafter collectively as the "Kammer Options". A total of 116,956 of the Kammer Options are exercisable by Dr. Kammer as of the date of the filing of this Statement.

#### **Item 4. Purpose of Transaction**

The information set forth above under Item 3 is incorporated by reference in this Item 4.

The Reporting Persons hold the share of Common Stock, and rights to acquire shares of Common Stock, as reported in this Statement for general investment purposes. The Reporting Persons may, from time to time, depending on prevailing market, economic and other conditions, acquire additional shares of Common Stock or other securities of the Issuer or engage in discussions with the Issuer concerning further acquisitions of shares of Common Stock or other securities of the Issuer or further investments in the Issuer. The Reporting Persons intend to review their investment in the Issuer on a continuing basis and, depending upon the price and availability of shares of Common Stock, subsequent developments affecting the Issuer, the Issuer's business and prospects, other investment and business opportunities available to the Reporting Persons, general stock market and economic conditions, tax considerations and other factors considered relevant, may decide at any time to increase or to decrease the size of their investment in the Issuer.

Except as set forth in Item 3 of above, as of the date hereof, the Reporting Persons do not have any plan or proposal that relates to or would result in any of the transactions enumerated in sub items (a) through (j) of the instructions to Item 4 of this Schedule 13D.

#### **Item 5. Interest in Securities of the Issuer**

(a) DermaStar is the direct beneficial owner of an aggregate of 15,979,853 shares of Common Stock which represents 53.39% of the 29,930,334 shares of Common Stock of the Issuer beneficially outstanding as of the date of the filing of this Statement (which number of beneficially outstanding shares includes the shares of Common Stock underlying the Series A Preferred Stock and the 241,308 shares of Common Stock underlying the Warrant).

Mr. Baum, as a managing member of DermaStar, may be deemed to possess voting and dispositive power over the 15,979,853 shares of Common Stock beneficially owned by DermaStar, or approximately 53.39% of the Common Stock outstanding as of the date of this Statement. Mr. Baum disclaims beneficial ownership over such shares. In addition to the 15,979,853 shares of Common Stock held in the name of DermaStar, as described in Item 3 above, Mr. Baum is the beneficial owner of the Baum Options, 354,167 of which are exercisable within 60 days of the filing of this Statement.





Dr. Kammer, as a managing member of DermaStar, may be deemed to possess voting and dispositive power over the 15,979,853 shares of Common Stock beneficially owned by DermaStar, or approximately 53.39% of the Common Stock outstanding as of the date of this Statement. Dr. Kammer disclaims beneficial ownership over such shares. In addition to the 15,979,853 shares of Common Stock held in the name of DermaStar, Dr. Kammer is the direct beneficial owner of an additional 23,206 shares of Common Stock purchased by Dr. Kammer as an individual prior to his service to the Issuer as a Director, the Kammer Options, 116,956 of which are exercisable within 60 days of the filing of this Statement and 22,222 shares of Common Stock issuable to Dr. Kammer pursuant to the Kammer Advisory Agreement within 60 days of the filing of this Statement.

(b) By virtue of the relationship among DermaStar, Mr. Baum and Dr. Kammer as described in Item 2, each of the Reporting Persons may be deemed to share the power to vote or direct the vote and to share the power to dispose of or direct the disposition of the 15,979,853 shares of Common Stock beneficially owned by DermaStar.

Mr. Baum has the sole power to vote or direct to vote and to dispose or direct the disposition of the shares of Common Stock underlying the Baum Options, 354,167 of which are exercisable within 60 days of the date of the filing of this Statement.

Dr. Kammer has the sole power to vote or direct the vote and to dispose or direct the disposition of the 23,206 shares of Common Stock purchased by Dr. Kammer as an individual prior to his service to the Issuer as a Director, the shares of Common Stock underlying the Kammer Options, 116,956 of which are exercisable within 60 days of the filing of this Statement and 22,222 shares of Common Stock issuable to Dr. Kammer pursuant to the Kammer Advisory Agreement within 60 days of the filing of this Statement.

(c) Except as otherwise set forth in this Statement, none of the Reporting Persons has effected any transactions in the Common Stock during the past 60 days.

(d) Not Applicable.

(e) Not Applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

The information set forth above under Item 3 and Item 4 of this Statement are incorporated herein by reference.

## **Item 7. Material to Be Filed as Exhibits**

- Exhibit 1 Joint Filing Agreement among the Reporting Persons.
- Exhibit 2 Waiver and Settlement Agreement, effective as of January 25, 2012, by and between DermaStar International, LLC and Imprimis Pharmaceuticals, LLC.
- Exhibit 3 Securities Purchase Agreement, dated November 12, 2011, between DermaStar International, LLC and Imprimis Pharmaceuticals, Inc. (incorporated herein by reference to the Current Report on Form 8-K of Imprimis Pharmaceuticals, Inc. filed with the Securities and Exchange Commission on December 20, 2011).
- Exhibit 4 Form of Senior Convertible Promissory Note issued by Imprimis Pharmaceuticals, Inc. (incorporated herein by reference to the Current Report on Form 8-K of Imprimis Pharmaceuticals, Inc. filed with the Securities and Exchange Commission on April 8, 2010).
- Exhibit 5 Line of Credit Agreement between DermaStar International, LLC and Imprimis Pharmaceuticals, Inc. (incorporated herein by reference to the Current Report on Form 8-K of Imprimis Pharmaceuticals, Inc. filed with the Securities and Exchange Commission on December 20, 2011).
- Exhibit 6 Security Agreement between DermaStar International, LLC and Imprimis Pharmaceuticals, Inc. (incorporated herein by reference to the Current Report on Form 8-K of Imprimis Pharmaceuticals, Inc. filed with the Securities and Exchange Commission on December 20, 2011).
- Exhibit 7 Intellectual Property Security Agreement between DermaStar International, LLC and Imprimis Pharmaceuticals, Inc. (incorporated herein by reference to the Current Report on Form 8-K of Imprimis Pharmaceuticals, Inc. filed with the Securities and Exchange Commission on December 20, 2011).
- Exhibit 8 Promissory Note Conversion Agreement between DermaStar International, LLC and Imprimis Pharmaceuticals, Inc. (incorporated herein by reference to the Current Report on Form 8-K of Imprimis Pharmaceuticals, Inc. filed with the Securities and Exchange Commission on April 27, 2012).
- Exhibit 9 Imprimis Pharmaceuticals, Inc. 2007 Incentive Stock and Awards Plan (incorporated herein by reference to the Current Report on Form 8-K of Imprimis Pharmaceuticals, Inc. filed with the Securities and Exchange Commission on September 21, 2007)
- Exhibit 10 Advisory Agreement, dated as of April 1, 2012, by and between by and between Imprimis Pharmaceuticals, Inc. and Dr. Robert Kammer (incorporated herein by reference to the Current Report on Form 8-K of Imprimis Pharmaceuticals, Inc. filed with the Securities and Exchange Commission on April 27, 2012).

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 27, 2012

**DERMASTAR INTERNATIONAL, LLC**

/s/ Mark L. Baum

By: Mark L. Baum  
Its: Managing Member

/s/ Robert Kammer

By: Dr. Robert Kammer  
Its: Managing Member

**MARK L. BAUM**

/s/ Mark L. Baum

By: Mark L. Baum  
An individual

**ROBERT KAMMER**

/s/ Robert Kammer

By: Dr. Robert Kammer  
An individual

**EXHIBIT 1**  
**JOINT FILING AGREEMENT**

The undersigned hereby agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned, and any amendments thereto executed by each of us shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that it knows or has reason to believe that such information is inaccurate. This Joint Filing Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Joint Filing Agreement as of April [REDACTED], 2012.

**DERMASTAR INTERNATIONAL, LLC**

/s/ Mark L. Baum  
By: Mark L. Baum  
Its: Managing Member

/s/ Robert Kammer  
By: Robert Kammer  
Its: Managing Member

**MARK L. BAUM**

/s/ Mark L. Baum  
By: Mark L. Baum  
An individual

**ROBERT KAMMER**

/s/ Robert Kammer  
By: Robert Kammer  
An individual

**EXHIBIT 2**  
**WAIVER AGREEMENT**

This Waiver Agreement (the "Waiver Agreement") is entered into as of this 25th of January 2012 by and between Transdel Pharmaceuticals, Inc., a Delaware corporation (the "Company") and DermaStar International, LLC, a Nevada limited liability company ("DermaStar" and also the "Holder").

**RECITALS**

**WHEREAS**, on April 5, 2010, the Company and Alexej Ladonnikov, the assignor of the below referred to Convertible Note to the Holder, entered into a Senior Convertible Note Purchase Agreement (attached hereto as Exhibit A and referred to herein as the "Purchase Agreement"). The Purchase Agreement related to the issuance by the Company, for good and valuable consideration, of a Senior Convertible Promissory Note (attached hereto as Exhibit B and referred to herein as the "Convertible Note").

**WHEREAS**, Section 1 of the Convertible Note states in part:

“... the entire unpaid principal sum of this Note, together with accrued and unpaid interest thereon, shall become immediately due and payable upon the execution by the Company of a general assignment for the benefit of creditors, the filing by or against the Company of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or the appointment of a receiver or trustee to take possession of the property or assets of the Company.”

**WHEREAS**, the Company, on June 26, 2011, filed a voluntary petition for reorganization relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of California (the "Bankruptcy Court"), Case No. 11-10497-11 (the "Chapter 11 Case"). On December 9, 2011, the Bankruptcy Court entered an order dismissing the Chapter 11 Case. The dismissal of the Chapter 11 Case was based upon the provisions of both 11 U.S.C. Sections 305(a) and 1112(b).

**WHEREAS**, Section 3 of the Convertible Note states in part:

“In the event of a Change of Control of the Company prior to the Maturity Date, then the Holder shall be entitled to receive the greater of (y) the principal and unpaid interest outstanding on the Note or (z) the amount of proceeds the Holder would be entitled to receive as a holder of the Company's Common Stock assuming that the Holder exercised his, her or its Optional Conversion rights under Section 2 above. The term “Change of Control” shall mean the sale, conveyance or other disposition of all or substantially all of the Company's property or business or the Company's merger with or into or consolidation with any other corporation, limited liability company or other entity (other than a wholly owned subsidiary of the Company), provided that the term “Change of Control” shall not include a merger of the Company effected exclusively for the purpose of changing the domicile of the Company, to an equity financing in which the Company is the surviving corporation, or to a transaction in which the shareholders of the Company immediately prior to the transaction own 50% or more of the voting power of the surviving corporation following the transaction.”

**WHEREAS**, Section 7 of the Purchase Agreement states in part:

“So long as any Note(s) are outstanding, the Company will not (either directly or by amendment, merger, consolidation, or otherwise) without (a) obtaining the written consent of the Purchasers holding a majority-in-interest of the then outstanding Notes or (b) amending the Note(s) then outstanding to provide the same terms and conditions of such new debt: (i) create or authorize the creation of or issue any other debt instrument having rights, preferences or privileges senior to (with respect to interest rate or repayment terms, timing and manner of payment, security interest, priority of payment, conversion rights, equity or other securities issued in connection with the debt) the Notes (not including trade credit or payables incurred in the ordinary course of business) or (ii) grant any third party a security interest in the Company's assets, including its intellectual property.”

**WHEREAS**, the Chapter 11 Case caused, pursuant to Section 1 of the Convertible Note, the entire unpaid principal sum of the Convertible Note, together with all unpaid and accrued interest to become immediately due and payable to the Holder. A demand has been made by the Holder under Section 1 of the Convertible Note.

**WHEREAS**, the Company does not have sufficient cash to meet the demand of the Holder under Section 1 of the Convertible Note; and further, in order to obtain needed cash, additional financing and to continue to operate without the Convertible Note (including all principal and accrued and unpaid interest) being immediately due and payable, the Company seeks from the Holder, (i) a waiver of the senior debt covenant contained in Section 7 of the Purchase Agreement, (ii) a waiver of Sections 1 and 3 of the Convertible Note, and (iii) the right to

automatically convert the Convertible Note into the Company's par value \$.001 common stock (the "Common Stock").

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**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## **TERMS**

1. Waiver. Holder shall forever waive its rights to (a) the conversion on change in control provisions of Section 3 of the Convertible Note and (b) the Section 7 senior debt covenant of the Purchase Agreement with respect to: (i) the Company's entry, on November 21, 2011, into a Secured Line of Credit Letter Agreement (the "Line of Credit Agreement") with DermaStar; and (ii) the Company's entry, on November 21, 2011, into a Securities Purchase Agreement (the "Purchase Agreement") with DermaStar, pursuant to which the Company agreed to issue ten (10) shares of newly-designated Series A Convertible Preferred Stock (the "Series A Preferred Stock") to DermaStar for an aggregate purchase price of \$100,000. Additionally, Holder shall waive his rights under Section 1 of the Convertible Note and shall not take further action against the Company pursuant to Section 1 of the Convertible Note as a result of the Chapter 11 Case.
  
2. Convertible Note Amendment. As consideration for the above waiver in the preceding paragraph (Section 1), Section 2 of the Convertible Note shall be amended, by replacing it with the following language:
  2. *Automatic Conversion of Notes.*
    - (a) *Automatic Conversion*. At any time following the Closing and for so long as the Note remains outstanding, provided the Company has a sufficient number of common shares authorized to be issued to issue such Company Common Stock under this Section 2(a), and immediately at such time, the Note, along with all accrued and unpaid interest, shall automatically convert into a number of shares of the Company's Common Stock derived by dividing the total amount of principal and accrued and unpaid interest (the "Dividend") by \$.0155 (the "Divisor").
  
    - (b) *Mechanics and Effect of Automatic Conversion*. No fractional shares of the Company's Common Stock will be issued upon the conversion of this Note. Upon the automatic conversion of this Note pursuant to this Section 2, the Holder shall surrender this Note, duly endorsed, at the principal offices of the Company or any transfer agent of the Company and shall deliver executed documents relating to the Common Stock into which the Note will be converted. At its expense, the Company will, as soon as practicable thereafter, issue and deliver to such Holder, at such principal office, a certificate or certificates for the number of shares of Common Stock to which such Holder is entitled upon such conversion. Upon the automatic conversion of this Note, the Company will be forever released from all of its obligations and liabilities under this Note with regard to the principal amount and accrued and unpaid interest converted.
  
3. Cash Payment. Upon the effectiveness of the automatic conversion section of the amended Section 2 of the Convertible Note, the Holder shall forgive and settle, without additional consideration, \$\_\_\_\_\_ in unpaid debt owed to Holder by the Company.
  
4. Miscellaneous.
  - a. Successors and Assigns. The terms and conditions of this Waiver Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, including transferees of any Securities. Nothing in this Waiver Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Waiver Agreement, except as expressly provided in this Waiver Agreement.
  
  - b. Governing Law. This Waiver Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.
  
  - c. Counterparts. This Waiver Agreement may be executed in two or more counter-parts, each of which shall be deemed an original and all of which together shall constitute one instrument.
  
  - d. Titles and Subtitles. The titles and subtitles used in this Waiver Agreement are used for convenience only and are not to be considered in construing or interpreting this Waiver Agreement.





- e. Notices. Any notice required or permitted by this Waiver Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by fax (upon customary confirmation of receipt), or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the party to be notified at such party's address as set forth in the Purchase Agreement, or as subsequently modified by written notice.
- f. Severability. If one or more provisions of this Waiver Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Waiver Agreement and the balance of the Waiver Agreement shall be interpreted as though such provision were so excluded and shall be enforceable in accordance with its terms.
- g. Review of Counsel. Prior to executing this Waiver Agreement, the Company and the Holder had the benefit of the advice and counsel of their own independent attorneys in negotiating and drafting this Waiver Agreement.
- h. Entire Agreement. This Waiver Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto are expressly canceled.
- i. Exculpation Among Purchasers. Each party acknowledges that it is not relying upon any person, firm or corporation in making its decision to execute this Waiver Agreement.

**SIGNATURE PAGE**

The parties have executed this Waiver Agreement as of the date first written above and indicate their assent to this Waiver Agreement by affixing their signatures below.

Company: Transdel Pharmaceuticals, Inc.

/s/ Jeff Abrams  
Jeff Abrams, M.D.  
Director, and by the authority of the Transdel  
Pharmaceuticals, Inc. Board of Directors

Holder: DermaStar International, LLC

/s/ Mark L. Baum  
Mark L. Baum, Esq.  
Managing Member

Exhibit A  
Purchase Agreement

Exhibit B  
Convertible Note