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06-28-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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

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

1. Name of conveying party(ies):

Aventis Pharmaceuticals Products Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: **March 29, 2001**

2. Name and address of receiving party(ies)

Name: **Vivelle Ventures LLC**
Internal **C/O Noven Pharmaceuticals, Inc.**
Address: _____

Street Address: **11960 S.W. 144th Street**

City: **Miami** State: **Florida** Zip: **33186**

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

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

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

A. Trademark Application No.(s) **75/305,589;**
75/324,971; 75/240,960

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: **Novartis Pharmaceuticals Corporation**

Internal Address: _____

Street Address: **564 Morris Avenue**

City: **Summit** State: **NJ** Zip: **07901**

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ **90.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500430

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven H. Hartman
Name of Person Signing

Signature

5/18/01

Date

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

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

(06/27/2001 JJALLAH2 00000011 500430 75305589)
01 FC:481 40.00 CH
02 FC:482 50.00 CH

TRADEMARK
REEL: 002321 FRAME: 0037

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of March 30, 2001 (the "Effective Date") by and between AVENTIS PHARMACEUTICALS PRODUCTS INC., a Delaware corporation with its principal office at Route 202-206, Bridgewater, New Jersey , 08807 ("Assignor") and VIVELLE VENTURES LLC, a Delaware limited liability company with an office c/o Noven Pharmaceuticals, Inc., 11960 S.W. 144th Street, Miami, Florida, 33186 (the "Assignee", with the Assignor and Assignee collectively referred to herein as the "Parties").

WHEREAS, the Assignor and Assignee have entered into a certain Purchase Agreement (the "Purchase Agreement") dated as of March 29, 2001;

WHEREAS, the Purchase Agreement provides, among other things that at the Closing Date the Assignor shall have executed and delivered to the Assignee an assignment in form and substance satisfactory to the parties pursuant to which the Assignor shall transfer and assign to the Assignee all of its right, title and interest in and to the Trademarks (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

1. Definition of Terms. Unless otherwise defined herein, all capitalized terms shall have the meaning as set forth in the Purchase Agreement.

2. "Trademarks" means registered trademarks, service marks and applications for the foregoing as listed in the attached Schedule A, and any and all unregistered trademarks, service marks, trade names, trade dress, designs, logotypes, slogans and general intangibles of like nature including all common law rights in and all goodwill associated with the foregoing, used in connection with conducting CombiPatch Business in the Territory.

3. Grant of Assignment. Assignor does hereby assign unto Assignee and its successors and assigns forever, all right, title and interest and claims of Assignor, in, to, relating to and arising under the Trademarks and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past and present infringement of rights assigned under this Agreement, the same to be held and enjoyed by the Assignee and its successors and assigns, to their own use to the end of any term, if applicable, of the Trademarks fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made. Assignor agrees to execute any additional documents required, and otherwise cooperate in the prosecution, defense and enforcement of the rights granted in this assignment, at the expense of the Assignee.

4. Acknowledgment. Each of the Parties acknowledges and agrees that the Trademarks are being assigned to the Assignee in conjunction with the assignment, pursuant to the Purchase Agreement, of the entire goodwill of the CombiPatch Business in the Territory, being the business in connection with which the Trademarks are used.

5. No Assignment. Neither Assignor nor any of its affiliates has transferred or assigned to any other party any of the Trademarks nor has Assignor or any of its affiliates taken any action which would materially lessen the value or materially impair the validity of any of the Trademarks.

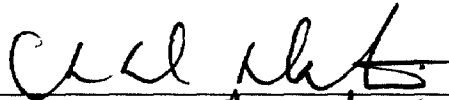
6. Terms. This Agreement is subject to the terms and provisions of the Purchase Agreement, and in the event of any conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

7. Governing Law. This Agreement and any claims, disputes or causes of action relating to or arising out of this Agreement shall be construed in accordance with and governed by the substantive laws of the State of New York, without giving effect to the conflict of laws principles thereof.

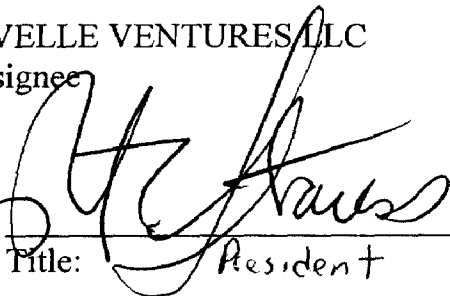
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as
of this 29th day of March, 2001.

AVENTIS PHARMACEUTICALS
PRODUCTS INC.

Assignor

By: 
Title: Vice President

VIVELLE VENTURES LLC
Assignee

By: 
Title: President

STATE OF New Jersey)
) ss.:
COUNTY OF Somerset)

On this 29th day of March, 2001, before me personally came Charles
D. Dalton who, being by me duly sworn, did state as follows: that [s]he is
Vice President of Aventis Pharmaceuticals Products Inc., that [s]he is authorized to execute
the foregoing Grant on behalf of said Corporation and that [s]he did so by authority of the
Board of Directors of said Corporation.

Erica Zipfel
Notary Public

ERICKA ZIPFEL
Notary Public of New Jersey
My Commission Expires Sept. 13, 2004

SCHEDULE A

TRADEMARKS
SCHEDULE A – TRADEMARK ASSIGNMENT

Mark: **COMBIPATCH**
Country: United States
Status: Approved for registration; Intent to Use - Current
Trademark Application No. 75-305,589
Filed: June 9, 1997
Statement of Use filed: November 28, 2000
Owner: Aventis Pharmaceuticals Products Inc.
International Class: 5

Second Request for Extension of Time to file Statement of Use – filed on February 8, 2001

Mark: **ESTALIS**
Country: United States
Status: Registered
Trademark Application No. 75-240,960
Filed: February 12, 1997
Allowance filed: July 28, 1998
Owner: Aventis Pharmaceuticals Products Inc.
International Class: 5

Mark: **ESTRELLE**
Country: United States
Status: Intent to Use
Serial Number: 75-324971
Filed: July 15, 1997
Owner: Aventis Pharmaceuticals Products Inc.
International Class: 5

Fifth Request for an Extension of Time to file Statement of Use filed on January 22, 2001