



10-01-2001



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

**RECORD TRA**

09-20-2001 U.S. Patent & TMO/TM Mail Rpt Ct #7:

101862332

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

<p>1. Name of conveying party(ies): <b>Stratus Pharmaceuticals, Inc.</b></p> <p style="text-align: right; font-size: 1.2em; font-weight: bold;">09/20/01</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Stiefel Laboratories, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>255 Alhambra Circle</u></p> <p>City: <u>Miami</u> State: <u>FL</u> Zip: <u>33134</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>New York</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>8-20-01</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) <u>2,413,978</u></p>
<p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Malloy &amp; Malloy, P.A.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>2800 S.W. Third Avenue</u></p> <p>City: <u>Miami</u> State: <u>FL</u> Zip: <u>33129</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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**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.*

John Cyril Malloy, III           9/10/01  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

09/28/2001 LNUELLER 00000089 2413978  
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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002375 FRAME: 0966**

# ASSIGNMENT DEED FOR TRADEMARK

## BETWEEN THE UNDERSIGNED

**STRATUS PHARMACEUTICALS, INC.**, a corporation organized and existing under the laws of Florida, with an office and place of business at 14377 SW 142<sup>nd</sup> Street, Miami, FL 33166 (hereinafter referred to as "the ASSIGNOR").

## AND

**STIEFEL LABORATORIES, INC.**, a corporation organized and existing under the laws of New York, having a place of business at 255 Alhambra Circle, Coral Gables, FL 33134, USA (hereinafter referred to as "STIEFEL").

## IT IS DECLARED AND AGREED AS FOLLOWS:

### ARTICLE 1

Pursuant to the Letter Agreement dated November 29, 1999 between ASSIGNOR and STIEFEL, and this Assignment Deed For Trademarks (hereinafter referred to as "this DEED"), the ASSIGNOR assigns to STIEFEL or its designee, and STIEFEL accepts, all of the ASSIGNOR's right, title and interest in and to the trademark ZETACET® (which, as used herein, includes the word ZETACET and variations thereof, whether registered or unregistered, including without limitation US Federal Trademark Registration No. 2413978), together with the goodwill appurtenant thereto. The ASSIGNOR agrees to execute assignment documents suitable for recordation at the Trademark Offices in order to give effect to this assignment by transferring record title to STIEFEL or its designee.

### ARTICLE 2

The ASSIGNOR represents and warrants to the best of its knowledge, as follows:

- (a) there are no licenses, pledgings or contributions of property to a partnership relating to the trademark ZETACET;
- (b) the ASSIGNOR is the sole proprietor of (and holder of all legal and equitable right, title and interest in) the trademark ZETACET and that is validly and effectively conveyed pursuant thereto;
- (c) the ASSIGNOR has not been challenged by any third party by reason of the use of, registration or application for the trademark, ZETACET;
- (d) there are no defects in the chain of title to, liens against, encumbrances upon or security interests in the trademark ZETACET;
- (e) there are no outstanding rights granted or licensed to any third party under the trademark ZETACET; and
- (f) there are no agreements with any third party limiting the ASSIGNOR's right to use or register the trademark ZETACET.

### ARTICLE 3

The consideration for this DEED is One U.S. Dollar (US \$1.00) payable as a lump sum, and the other good and valuable consideration, the receipt and sufficiency of which ASSIGNOR hereby acknowledges. The transfer of property from the ASSIGNOR to the ASSIGNEE of the trademark ZETACET takes place as from the date of execution of the DEED by ASSIGNOR.

### ARTICLE 4

STIEFEL shall proceed to the recordation of this DEED with the Trademark Offices in the relevant countries; and the corresponding expenses shall be borne by STIEFEL.

### ARTICLE 5

The ASSIGNOR agrees to:

- a) provide such records and other evidence as maybe required by STIEFEL to establish the rights acquired by STIEFEL under this DEED; and
- b) sign all papers and documents necessary or desirable to vest in STIEFEL all right, title and interest in and to the trademark ZETACET and cooperate in any prosecution to register it.

### ARTICLE 6

The ASSIGNOR shall not use the trademark ZETACET, or any trademark similar thereto, for or in connection with any goods or services of any nature. The ASSIGNOR shall not use the trademark ZETACET, or any trademarks similar thereto, for or in connection with any goods or services. The ASSIGNOR shall not use the packaging or trade dress of its current ZETACET products, or any similar trade dress, for or in connection with any goods. The ASSIGNOR acknowledges the validity of the rights being assigned to STIEFEL hereby, and agrees neither to contest them nor to assist any third party in doing so.

### ARTICLE 7

In the event of breach of this Agreement, the parties acknowledge that recovery of damages will not be a sufficient legal remedy. The aggrieved party shall be entitled to specific performance in addition to any or all other remedies, legal or equitable, to which it may be entitled.

### ARTICLE 8

This Agreement is binding on the parties hereto, their subsidiaries and related companies and all those acting in concert or participation with them or under their direction or control, and upon their successors and assigns.