

FORM PTO-1594
1-31-92

DEC 8 2002

12-13-2002

Express Mail No.: EL 501 744 794 US

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

attached original documents or copy thereof.
0231

102311061

1. Name of conveying party(ies):

Bristol-Myers Squibb Company

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - **Delaware**
☐ Other

Additional name(s) of conveying party(ies) attached?
☒ Yes ☐ No - **Westwood-Squibb Colton Holding Partnership**

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: June 25, 2002

2. Name and address of receiving party(ies):

Name: **Women First Healthcare, Inc.**

Street Address: **12220 El Camino Real, Suite 400**

City **San Diego**

State **California** ZIP **92130**

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation 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) **76/178875**

B. Trademark registration No.(s) **2466423, 2546144**

Additional numbers attached? ☐ Yes ☒ No

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

Attn.: Patricia Vega, Director of Trademark Administration

File No.: 9433-059-999

6. Total number of applications and registrations involved: THREE

7. Total fee (37 CFR 3.41):.....\$ 90

Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

DO NOT USE THIS SPACE

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.

Elizabeth S. Langston, Esq.

Name of Person Signing

Reg. No.

Signature

12/6/02

Date

12/12/2002 TDI A1 00000140 76178875

Total number of pages comprising cover sheet: 14

01 FC:8521 40.00 CH
02 FC:8522 50.00 CH

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

TRADEMARK
REEL: 002632 FRAME: 0340

NY2 - 1374826.1

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment of Trademarks") is made as of the 25th day of June, 2002, by and among Westwood-Squibb Colton Holding Partnership ("Assignor"), a partnership between Colton Research Development Inc., a wholly owned subsidiary of The Gillette Company ("Gillette"), and Westwood-Squibb Holdings, Inc., a wholly owned subsidiary of Bristol-Myers Squibb Company ("BMS"); BMS (Seller and BMS, on behalf of Seller, collectively, "Assignor") and Women First HealthCare, Inc. ("Assignee").

W I T N E S S E T H

WHEREAS, Seller is engaged in the business of manufacturing, distributing, marketing and selling current presentations and formulations of the prescription form of VANIQA® (eflornithine hydrochloride) Cream, 13.9% (the "Product"); and

WHEREAS, Seller, Assignee, Gillette and BMS have entered into an Asset Purchase Agreement for VANIQA® dated as of the 25th day of June, 2002 (the "Asset Purchase Agreement"), pursuant to which Seller is selling or causing to be sold to Assignee, and Assignee is purchasing and acquiring, among other things, certain assets connected with the Product, including right, title, and interest in and to those trade names, logos, common law trademarks, service marks, trademark and service mark registrations and applications, as set forth on such Schedule I annexed hereto (collectively, the "Trademarks"); and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee all rights, title and interest in and to:

- (i) the Trademarks and all foreign counterparts to the Trademarks;
- (ii) the goodwill associated with the use of the Trademarks;
- (iii) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks; and
- (iv) except as limited hereto and by the Asset Purchase Agreement, all other rights, including common law rights, relating to the Trademarks to the extent such rights exist.

FURTHERMORE, Assignor will, at the expense of Assignee, (i) execute and deliver such further instruments including, without limitation, further instruments of assignment; and (ii) take such further actions as Assignee may reasonably request in order to register this Assignment of Trademarks at the appropriate registries and to demonstrate Assignee's title to the Trademarks or in order to prosecute any of the pending applications included in the Trademarks.

FURTHERMORE, for avoidance of doubt, Assignee acknowledges and agrees that neither Assignor nor Assignee makes any representations or warranties whatsoever with respect to the Trademarks and the other assets and rights described in clauses (ii), (iii) and (iv) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights), except for those representations and warranties expressly set forth in ~~Section 3.07 of the Asset Purchase Agreement.~~

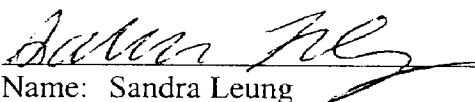
The provisions of Section 11 of the Asset Purchase Agreement shall apply to this Assignment of Trademarks to the extent relevant.

{The remainder of this page has been left blank intentionally.}

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

**WESTWOOD-SQUIBB COLTON HOLDINGS
PARTNERSHIP**

**BY: WESTWOOD-SQUIBB HOLDINGS, INC.,
its General Partner**

By: 
Name: Sandra Leung
Title: Corporate Secretary

**BY: COLTON RESEARCH AND
DEVELOPMENT, INC., its General Partner**

By: _____
Name: James H. Taffeiren
Title: Vice President

BRISTOL-MYERS SQUIBB COMPANY

By: _____
Name: Robert E. Ewers, Jr.
Title: Vice President, Corporate Development

WOMEN FIRST HEALTHCARE, INC.

By: _____
Name: Charles F. Caparole
Title: Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF New York

Before me, the undersigned, a Notary Public of the State of New York
personally appeared Sandra Leung, having been sworn by me according to law did depose and say she is
the Corporate Secretary of Westwood-Squibb Holdings, Inc. and did acknowledge the execution of the
foregoing on behalf of said Westwood-Squibb Holdings, Inc., as General Partner of Westwood-Squibb
Colton Holdings Partnership.

WITNESS my hand and Notarial seal this 24th day of June, 2002.

Maureen A. Roos

Notary

MAUREEN A. ROOS
Notary Public, State of New York
No. 01RO4626850
Qualified in Queens County
Commission Expires December 31, 2002

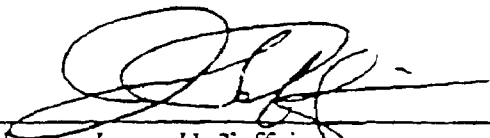
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**WESTWOOD-SQUIBB COLTON HOLDINGS
PARTNERSHIP**

**BY: WESTWOOD-SQUIBB HOLDINGS, INC.,
its General Partner**

By: _____
Name: Sandra Leung
Title: Corporate Secretary

**BY: COLTON RESEARCH AND
DEVELOPMENT, INC., its General Partner**

By:  _____
Name: James H. Taffeiren
Title: Vice President

BRISTOL-MYERS SQUIBB COMPANY

By: _____
Name: Robert E. Ewers, Jr.
Title: Vice President, Corporate Development

WOMEN FIRST HEALTHCARE, INC.

By: _____
Name: Charles F. Caparole
Title: Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF MassachusettsCOUNTY OF Suffolk

Before me, the undersigned, a Notary Public of the State of Massachusetts personally appeared James H. Taffeiren, having been sworn by me according to law did depose and say he is the Vice President of Colton Research and Development, Inc. and did acknowledge the execution of the foregoing on behalf of said Colton Research and Development, Inc., as General Partner of Westwood-Squibb Colton Holdings Partnership.

WITNESS my hand and Notarial seal this 24th day of June, 2002.

Elizabeth A. Gibson
Notary

My Commission expires 1/24/05

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

**WESTWOOD-SQUIBB COLTON HOLDINGS
PARTNERSHIP**

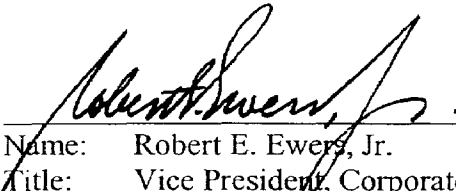
**BY: WESTWOOD-SQUIBB HOLDINGS, INC.,
its General Partner**

By: _____
Name: Sandra Leung
Title: Corporate Secretary

**BY: COLTON RESEARCH AND
DEVELOPMENT, INC., its General Partner**

By: _____
Name: James H. Taffeiren
Title: Vice President

BRISTOL-MYERS SQUIBB COMPANY

By:  _____
Name: Robert E. Ewers, Jr.
Title: Vice President, Corporate Development

WOMEN FIRST HEALTHCARE, INC.

By: _____
Name: Charles F. Caparole
Title: Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF

New York

COUNTY OF

New York

Before me, the undersigned, a Notary Public of the State of New York
personally appeared Robert E. Ewers, Jr., having been sworn by me according to law did depose and say
he is the Vice President, Corporate Development of Bristol-Myers Squibb Company and did acknowledge
the execution of the foregoing on behalf of said Bristol-Myers Squibb Company.

WITNESS my hand and Notarial seal this 24th day of June, 2002.

Notary

Raquel Maldonado

RAQUEL MALDONADO
Notary Public, State of New York
No. 01MA7678375
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires August 31, 2002

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

**WESTWOOD-SQUIBB COLTON HOLDINGS
PARTNERSHIP**

**BY: WESTWOOD-SQUIBB HOLDINGS, INC.,
its General Partner**

By: _____
Name: Sandra Leung
Title: Corporate Secretary

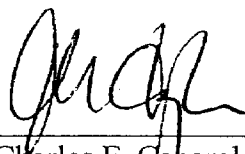
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DEVELOPMENT, INC., its General Partner**

By: _____
Name: James H. Taffeiren
Title: Vice President

BRISTOL-MYERS SQUIBB COMPANY

By: _____
Name: Robert E. Ewers, Jr.
Title: Vice President, Corporate Development

WOMEN FIRST HEALTHCARE, INC.

By:  _____
Name: ~~Charles F. Caporale~~ Charles M. Caporale
Title: Chief Financial Officer