

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flamel Technologies, S.A.		08/26/2003	COMPANY: FRANCE

RECEIVING PARTY DATA	
Name:	Bristol-Myers Squibb Company
Street Address:	345 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10154
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2292086	BASULIN

CORRESPONDENCE DATA	
Fax Number:	(212)546-5664
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212 546-3475
Email:	gabriela.brown@bms.com
Correspondent Name:	Bristol-Myers Squibb Company
Address Line 1:	345 Park Avenue
Address Line 4:	New York, NEW YORK 10154

NAME OF SUBMITTER:	Gabriela Ullrich-Brown
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Total Attachments: 3 source=gub-assignmentbasulin1#page1.tif source=gub-assignmentbasulin2#page1.tif source=gub-assignmentbasulin3#page1.tif
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of the 26th day of August, 2003, by and between Bristol-Myers Squibb Company, a Delaware corporation ("Assignee"), and Flamel Technologies, S.A., a corporation organized under the laws of France ("Assignor").

W I T N E S S E T H

WHEREAS, Assignor is engaged in developing a product under the trademark Basulin® (the "Product"); and

WHEREAS, Assignor and Assignee have entered into a License Agreement for Basulin® dated as of the 26th day of August, 2003 (the "License Agreement"), pursuant to which Assignor is exclusively licensing to Assignee rights under certain patent rights and know-how controlled by Assignor for the purpose of enabling Assignee to develop and commercialize a controlled-release formulation of human insulin using the Assignor's MEDUSA® technology; and

WHEREAS, Assignee desires to explore the use of the Basulin trademark with the Product.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee all right, title and interest in and to:
 - (i) the trademark registrations and/or applications set forth on such Schedule I annexed hereto (collectively, the "Trademark");
 - (ii) the goodwill of Assignor's business connected with the use of the Trademark throughout the world (the "Territory");
 - (iii) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademark in the Territory; and
 - (iv) all other rights, including common law rights, relating to the Trademark in the Territory to the extent such rights exist.
2. 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 at the appropriate registries and to demonstrate Assignee's title to the Trademark or in order to prosecute any of the pending applications included in the Trademark.
3. For avoidance of doubt, Assignee acknowledges and agrees that Assignor makes no representations or warranties whatsoever with respect to the Trademark 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).
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any applicable principles of conflicts of law. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America in each case located in the County of New York for any litigation arising out of or relating to this Assignment (and agrees not to commence any litigation relating thereto except in such courts).

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above in multiple counterparts by their duly authorized representatives.

BRISTOL-MYERS SQUIBB COMPANY

By: Tamar Howson
Name: TAMAR HOWSON
Title: SOP. Corp & Bus. Dev.

FLAMEL TECHNOLOGIES, S.A.

By: Gerard Soula
Name: GERARD SOULA
Title: President - CEO.

SCHEDULE I
ASSIGNED TRADEMARK

BASULIN® Trademark:

<u>Registration No. and Country</u>	<u>Registration Date</u>	<u>Registered Owner</u>
U.S. No. 2,292,086	11/16/1999	Flamel Technologies, S.A
France No. 97/687226	1/22/1998	Flamel Technologies, S.A.
EU: No. 000724278	1/22/2001	Flamel Technologies
Japan: No. 4339029	11/26/1999	Furameru Technologies