

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Genzyme Corporation		11/02/2004	CORPORATION: MASSACHUSETTS
Inamed Corporation		11/02/2004	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Genzyme Corporation
Street Address:	500 Kendall Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	01701
Entity Type:	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78376606	CAPTIQUE

**CORRESPONDENCE DATA**

Fax Number: (508)872-5415  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 508-872-8400  
 Email: linda.leontie@genzyme.com  
 Correspondent Name: Legal Deperatment  
 Address Line 1: 15 Pleasant Street Connector  
 Address Line 2: Linda Leontie  
 Address Line 4: Framingham, MASSACHUSETTS 01701

NAME OF SUBMITTER:	Linda Leontie
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Total Attachments: 2  
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CH \$40.00 78376606



Genzyme Corporation  
55 Cambridge Parkway  
Cambridge, Massachusetts 02142

November 2, 2004

**BY FACSIMILE**

Inamed Corporation  
5540 Ekwil Street  
Santa Barbara, California 93111  
Attention: Joseph A. Newcomb, General Counsel

**Re: Trademark Matters**

Ladies and Gentlemen:

This letter is to confirm recent discussions between Inamed Corporation ("Inamed") and Genzyme Corporation ("Genzyme" and, together with Inamed, the "Parties") regarding the potential distribution of bacterial-source Hylaform (the "Product") by Inamed. Inamed desires to (i) distribute the Product in the United States and (ii) conduct a market assessment of the Product to determine the acceptability of the Product in the European market and whether to seek exclusive distribution rights for the Product in the European Union. The Parties anticipate that the Product will be sold under the name Captique™ (the "Mark").

Inamed has adopted and is the owner of the Mark's trademark application for federal registration. Inamed hereby assigns to Genzyme all rights, title and interest in and to the Mark throughout the world and all rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Mark, and Inamed hereby authorizes the Commissioners of Patents and Trademarks and the applicable foreign authorities to record the registration of the Mark as the property of Genzyme.

Upon the execution of a definitive agreement granting Inamed rights to distribute the Product in the United States, Genzyme will grant to Inamed a license to use the Mark in association with the sale of the Product in the United States during the term of such distribution agreement. If Inamed elects to seek distribution rights for the Product in the European market, then upon execution of a definitive agreement granting Inamed rights to distribute the Product in the European Union, Genzyme will grant to Inamed a license to use the Mark in association with the sale of the Product in the European Union during the term of such distribution agreement.

If the Parties fail to reach agreement on the distribution rights to the Product in the United States, then neither Party will use the Mark in connection with (i) the Product (except for within the European Union pursuant to a definitive distribution agreement for the Product in the European Union), or (ii) any other product manufactured, marketed or distributed by either Party or their respective affiliates. If Inamed elects not to seek European distribution rights for the Product, then neither Party will use the Mark in connection with (i) the Product (except for within the United States pursuant to a definitive distribution agreement for the Product in the United States), or (ii) any other product manufactured, marketed or distributed by either Party or their respective affiliates. If the Parties fail to reach agreement on the distribution rights to the

Inamed Corporation  
November 2, 2004  
Page 2

Product in the United States and Inamed elects not to seek European distribution rights for the Product, Genzyme shall assign all rights, title and interest in and to the Mark back to Inamed and Inamed shall be free to use the Mark in connection with other products.

Kindly indicate Inamed's agreement to the foregoing by countersigning this letter where indicated and returning one copy by facsimile (617-761-8918) to the attention of Ann Merrifield.

Very truly yours,

GENZYME CORPORATION



C. Ann Merrifield  
President, Genzyme Biosurgery

*Acknowledged and agreed:*

INAMED CORPORATION



Joseph A. Newcomb  
Senior Vice President and General Counsel  
Exec.