

4/20/05

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RECORD TRADEMARK

DEPARTMENT OF COMMERCE S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Aeterna Zentaris Inc.

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

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

2. Name and address of receiving party(ies)

Name: Atrium Biotechnologies Inc.

Internal

Address:

Street Address: 1405 Parc-Technologique Blvd

City: Quebec, Canada State: Zip: G1P 4P5

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Canada 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

APR 20 2005

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 1/14/2005

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,029,428

Additional number(s) attached Yes No

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

Name: Thomas W. Brooke

Internal Address: Holland & Knight LLP

Suite 100

Street Address: 2099 Pennsylvania Avenue, NW

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Carolyn Felter

Name of Person Signing

Signature (Handwritten)

Signature

4/7/05

Date

Total number of pages including cover sheet, attachments, and document: 4

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

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TRADEMARK REEL: 003155 FRAME: 0954

**TRADE MARK ASSIGNMENT AGREEMENT** entered into at the City of Quebec, in the Province of Quebec, on this 14<sup>th</sup> day of January 2003.

**BY AND BETWEEN:**

**ÆTERNA ZENTARIS INC.**, a corporation legally constituted, having its head office at 1405, Parc-Technologique Boulevard, Quebec, Province of Quebec, G1P 4P5, herein represented by Gilles Gagnon, President and Chief Executive Officer, duly authorized as he so declares;

(hereinafter "Æterna Zentaris")

**AND:**

**ATRIUM BIOTECHNOLOGIES INC.**, a corporation legally constituted, having its head office at 1405, Parc-Technologique Boulevard, Quebec, Province of Quebec, G1P 4P5, herein represented by Luc Dupont, President and Chief Executive Officer, duly authorized as he so declares;

(hereinafter "Atrium")

**WHEREAS** Æterna Zentaris (formally known as Æterna Laboratories Inc.) is the owner of the trade mark Sun Design as set forth in Schedule A (the "Trade mark") together with all the goodwill associated therewith;

**WHEREAS** Æterna Zentaris desires to sell, assign and transfer all its right, title and interest in and to the Trade mark for the countries mentioned in Schedule A to Atrium;

**WHEREAS** Atrium is desirous of acquiring the whole of the right and interest of Æterna Zentaris in and to the Trade mark together with all the goodwill associated therewith;

**NOW THEREFORE**, these presents witness that, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto covenant and agree together as follows:

1. **Assignment:** For 1,00 \$ and other good and valuable consideration, the receipt whereof is hereby acknowledged, Æterna Zentaris does hereby sell, assign and transfer to Atrium all its right, title and interest in and to the Trade mark together with (a) the registrations of the Trade mark, (b) the goodwill of the business symbolized by and associated with the Trade mark and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trade Mark or such associated goodwill, the Trade mark and registration to be held and enjoyed by

Atrium, its successors and assigns, as fully and entirely as the Trade mark could have been held and enjoyed by Aeterna Zentaris if the said sale, assignment and transfer had not been made.

2. Execution: Aeterna Zentaris agrees to do such acts, including executing such documents, as are reasonably required by Atrium to vest full title in Atrium to the Trade mark together with all goodwill associated therewith.
3. Notices: Any notice required to be given by the terms of this agreement may be given by personal service to either party or by prepaid registered mail in an envelope addressed as follows:

To: Aeterna Zentaris Inc.  
1405, Parc-Technologique Boulevard  
Quebec (Quebec) G1P 4P5

To the attention of: the President and CEO

To: Atrium Biotechnologies Inc.  
1405, Parc-Technologique Boulevard  
Quebec (Quebec) G1P 4P5

To the attention of: to the President and CEO

Any notice so addressed and delivered as foresaid shall be deemed to have been received and the third business day following its delivery.


4. Successors: This agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto respectively;
5. Governing Law: This agreement shall be governed by the laws of the Province of Quebec, Canada.

**AND THE PARTIES HERETO** have executed this agreement on the date first hereinabove written.

**AETERNA ZENTARIS INC.**

  
Gilles Gagnon  
President and Chief Executive Officer

**ATRIUM BIOTECHNOLOGIES INC.**

  
Luc Dupont  
President and Chief Executive Officer

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