

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		07/01/2006	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Genzyme Therapeutic Products Limited Partnership		
Street Address:	500 Kendall Street		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142		
Entity Type:	LIMITED PARTNERSHIP: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1540031	CEREDASE	
Registration Number:	1912218	CEREZYME	
Registration Number:	2528286	FABRAZYME	
Registration Number:	1702395	THYROGEN	
CORRESPONDENCE DATA			
Fax Number:	(508)872-5415		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	508-270-2556		
Email:	linda.leontie@genzyme.com		
Correspondent Name:	Legal Department		
Address Line 1:	15 Pleasant Street Connector		
Address Line 4:	Framingham, MASSACHUSETTS 01701		
NAME OF SUBMITTER:	Richard D. Allison		
Signature:	/rda/		

CH \$115.00 1540031

Date:

10/16/2006

Total Attachments: 3

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT is dated as of July 1, 2006 and is made by and among Genzyme Corporation, a Massachusetts corporation ("Genzyme"), Genzyme Therapeutic Products Corporation, a Massachusetts corporation ("GTPC") and Genzyme Therapeutic Products Limited Partnership, a Massachusetts limited partnership ("Therapeutics LP"). Genzyme, GTPC and Therapeutics LP are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

A. To enhance efficiencies, Genzyme will separate the manufacturing and development of certain products into a separate enterprise. This separation of the manufacturing business from the distribution business will enable Genzyme to resolve management, systemic, and other problems that arise by the operation of both the manufacturing and distribution activities within a single corporation. As part of the process of this separation Genzyme has caused the formation of GTPC and Therapeutics LP, to which Genzyme will commence transferring the Business (as defined below).

B. Genzyme desires to transfer to GTPC and Therapeutics LP percentage ownership interests in a pool of assets that includes certain U.S. patents, U.S. trademarks, intangible property rights, shares of Allston Landing Corp., shares of Allston Landing Corp. II and Inventories relating to or useful for the conduct of the Business, and GTPC and Therapeutics LP desires to obtain such percentage ownership interest in such patents, trademarks, intangible property rights, shares and Inventories.

C. GTPC desires to transfer to Therapeutics LP the aforementioned percentage ownership interests GTPC receives from Genzyme, and Therapeutics LP desires to obtain such percentage ownership interest.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Genzyme, GTPC and Therapeutics LP agree as follows:

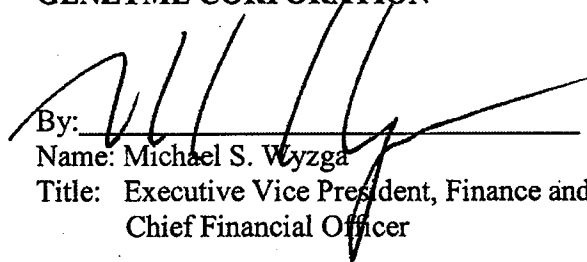
ARTICLE 1 DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth below:


1.1. "Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person of which such Person is deemed an Affiliate. "Control" (and, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the possession of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting stock, by contract or otherwise. In the case of a corporation, "control" shall mean, among other things, the direct or indirect ownership of more than fifty percent (50%) of a

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective corporate names by their respective authorized representatives as of the date first set forth above.

GENZYME CORPORATION


By: 
Name: Michael S. Wyzga
Title: Executive Vice President, Finance and
Chief Financial Officer

GENZYME THERAPEUTIC PRODUCTS CORPORATION

By: 
Name: Peter Wirth
Title: Secretary and Director

GENZYME THERAPEUTIC PRODUCTS LIMITED PARTNERSHIP

By: Genzyme Therapeutic Products Corporation,
General Partner

By: 
Name: Peter Wirth
Title: Secretary and Director

Schedule 1.52
Transferred Trademarks

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Trademark Status</u>	<u>Registration Date</u>
CEREDASE	1540031	Registered	May 23, 1989
CEREZYME	1912218	Registered	August 15, 1995
FABRAZYME	2528286	Registered	January 8, 2002
THYROGEN	1702395	Registered	July 21, 1992