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SEP 25

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-25-09

1. Name of conveying party(ies):

JAGOTEC AG

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Foreign Corporation \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 27, 2007

- Assignment
- Security Agreement
- Other Agreement \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Enhance Skin Products Inc

Internal

Address: 37th Floor

Street Address: 100 King Street West

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1C9

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,139,439

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

VISIBLE YOUTH

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

Name: Douglas H. Siegel

Internal Address: Price, Heneveld, Cooper, DeWitt & Litton

Street Address: 695 Kenmoor Ave SE, P.O. Box 2567

City: Grand Rapids

State: Michigan Zip: 49501-2567

Phone Number: 616/949-9610

Fax Number: 616/957-8196

Email Address: dsiegel@priceheneveld.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/25/2009 MJAMA1 00000025 3139439

01 FC:8521

Deposit Account Number 16-2463

Authorized User Name Douglas H. Siegel

40.00 0P

9. Signature:

Signature

9/22/09  
Date

Douglas H. Siegel, Attorney of Record  
Name of Person Signing

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

14

**THIS AGREEMENT** is made on the 27<sup>th</sup> of July 2007

**BETWEEN:**

- (1) **SAM ASCULAI CONSULTANTS** having a place of business at 53 McCaul Street, TH13 Toronto, ON Canada M6M 2B6 ("**Sam Asculai**");
- (2) **SAM ASCULAI** of 53 McCaul Street, TH13 Toronto, ON Canada M6M 2B6 ("**SA**");
- (3) **ENHANCE SKIN PRODUCTS INC.** whose registered office is at 100 King Street West, 37<sup>th</sup> Floor, Toronto, ON Canada M5X 1C9 ("**Enhance**");
- (4) **SKYEPHARMA PLC** (No. 107582) whose registered office is at 105 Piccadilly, London W1J 7NJ (the "**SkyePharma**"); and
- (5) **JAGOTEC AG** having a place of business at Eptingerstrasse 51, CH-4132 Muttenz, Switzerland (the "**Jagotec**").

**RECITALS**

- (A) The parties have entered into the Agreement (as defined below).
- (B) The parties now wish to terminate the Agreement and for Jagotec to assign the Trade Marks (as defined below), in each case on the terms, and subject to the conditions, of this agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. INTERPRETATION**

- 1.1 The following words and expressions shall, unless the context otherwise requires, have the following meanings:

"**Affiliate**" means any business entity which, from time to time, Controls, is Controlled by or is under common Control of a party and in the case of SA, this includes but is not limited to Enhance Skin Products Inc and any partners of Sam Asculai and any entity which they individually or together Control;

"**Agreement**" means the Heads of Agreement dated on or about 4 September 2003, as amended by an Amendment Agreement dated 1 August 2004;

"**Control**" means, with respect to a business entity, the ownership, by another person (together with persons connected with it), directly or indirectly, of in excess of thirty per cent. of the outstanding voting securities or capital stock of such business entity, or of any other comparable equity or ownership interest where such business is not a corporation, and "**Controls**" and "**Controlled**" shall be construed accordingly;

"**Deferred Consideration**" means fifty per cent. of the amount calculated as follows; i) the amount of any monies, and the total value of any other benefits, received by, or due to, Sam Asculai or any of its Affiliates in respect of any transaction involving, or under, any of the Trade Marks, including any assignment or licensing, but excluding any Sales Consideration, entered into or under negotiation within three years of the Effective Date of this Agreement; less ii) 50% of the amount of any third party costs incurred by Sam Asculai in prosecuting and maintaining the Trade Marks up to the date of the relevant transaction and following the date of any previous such transaction ;

"**Effective Date**" means the date of this agreement;

**"Expenses"** means the amount of CDN\$13,507.46 in full and final satisfaction of all claims for expenses from SA and/or Sam Asculai in respect of services rendered in relation to Skyepharma Canada, Inc which SA warrants have not and cannot be recovered from any other person or entity.

**"Guaranteed Obligations"** means all present and future payment obligations and liabilities of Sam Asculai to Jagotec and/or Skyepharma under this agreement.

**"Sales Consideration"** means royalties and any amounts invoiced and received by Sam Asculai or any of its Affiliates ('SAA') in respect only of bona fide sales by SAA to third parties of products or services to which any of the Trade Marks are applied by SAA in the course of their respective businesses. For the avoidance of doubt this does not include any such amounts payable for rights directly in or to any of the Trade Marks.

**"Trade Marks"** means the trade mark VISIBLE YOUTH as listed in the Schedule which represents all jurisdictions in which Jagotec and any of its Affiliates owns or controls such trade marks or applications to such trade marks; and

**"VAT"** means value added tax and other equivalent or similar tax.

1.2 In this agreement unless otherwise specified, reference to:

- (a) **"include"** and **"including"** shall mean include without limitation;
- (b) a **"party"** means a party to this agreement, and **"parties"** means one or more of them;
- (c) a **"person"** includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and
- (d) **"clauses"** and the **"schedule"** are to clauses of, and the schedule to, this agreement. The schedule forms part of the operative provisions of this agreement and references to this agreement shall, unless the context otherwise requires, include references to the schedule.

## 2. TERMINATION

- 2.1 The Agreement, and all rights and obligations thereunder, shall, with immediate effect on the Effective Date, be terminated and have no further force or effect.
- 2.2 Each party acknowledges and confirms that, as at the Effective Date, it is not aware of any outstanding rights and/or claims against any other party arising out of or in connection with the Agreement.
- 2.3 To the extent that a party has outstanding rights and/or claims against any other party (whether known or unknown) arising out of or in connection with the Agreement, it irrevocably and unconditionally releases and discharges such other party from all such rights and/or claims (past, present and future) including actions, proceedings, claims and demands which it may have under or in connection with the Agreement.

## 3. ASSIGNMENT

- 3.1 Jagotec hereby assigns to Enhance, all its right, title and interest in the Trade Marks, including all its statutory and common law rights attaching thereto (including goodwill attaching to the Trade Marks) and its right to sue for past infringements and to retain any damages obtained as a result of such action.

- 3.2 Jagotec shall, at the cost and expense of Sam Asculai, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts and things as Sam Asculai may, at any time, reasonably request to give effect to the assignment made by clause 3.1.
- 3.3 In entering into this agreement Sam Asculai and its Affiliates acknowledge and accept that i) Jagotec and Skyepharm are making no representations or warranties of any nature in respect of the Trade Marks or otherwise; ii) that certain of the marks are or may be involved in opposition proceedings or disputes the outcome of which cannot be predicted; and iii) that neither Jagotec nor SkyePharma accept any liability or responsibility in respect of the failures to obtain or maintain any of the Trade Marks beyond the specific terms set out herein.
- 3.4 Sam Asculai shall not (and shall procure that no other person or entity shall with Sam Asculai's knowledge, authority or consent) do anything nor omit to do anything with regard to the Trade Marks which will expose Jagotec, Skyepharm or any of their Affiliates to any liability without Jagotec's prior written consent. Sam Asculai hereby indemnifies Jagotec, Skyepharm and their Affiliates against any breach of this clause.

#### 4. CONSIDERATION

- 4.1 The assignment made by clause 3.1 is made in consideration of:
- (a) the sum of one Canadian dollar (C\$1.00) now paid by Enhance to Jagotec (receipt of which Jagotec hereby acknowledges); and
  - (b) the payment by Sam Asculai of any Deferred Consideration.

In addition, Jagotec shall retain the Expenses to cover its costs and expenses of assignment. If not used for such purposes the balance shall be remitted to Sam Asculai once all activity in relation to the assignment of the Trade Marks has been completed.

- 4.2 The sums specified in clause 4.1 are exclusive of any amount arising in respect of VAT and Sam Asculai shall pay a sum equal to any such amount to Jagotec by way of additional consideration.
- 4.3 Sam Asculai shall pay any Deferred Consideration within 30 days of the soonest of the monies or other benefit in respect of which it is calculated being received by, or becoming due to, Sam Asculai or any of its Affiliates, as applicable.
- 4.4 Sam Asculai shall notify Skyepharm promptly upon any Deferred Consideration becoming payable and in such notification shall provide full details regarding the matters giving rise to the payment including but not limited to the calculation of the amount and the currency. Sam Asculai shall promptly pay such Deferred Consideration to such account Skyepharm shall nominate following such notification..
- 4.5 Sam Asculai will keep such records as may be required to evidence the amount of any Deferred Consideration due hereunder, and will:
- (a) allow Jagotec, or its representatives, on notice, to inspect the same from time to time; and
  - (b) with each payment of Deferred Consideration, provide such copies of such records as Jagotec may reasonably require to verify that such payment is of the correct sum due.

- 4.6 If Jagotec disputes the value of all or any Deferred Consideration paid hereunder, or whether any payment of Deferred Consideration is so due, and Sam Asculai does not agree with Jagotec within 10 days of being notified of any such dispute, Jagotec may refer the matter to a third party nominated to determine the matter by the Centre for Effective Dispute Resolution in London, United Kingdom.
- 4.7 The parties will co-operate reasonably with the third party nominated to make any determination pursuant to clause 4.6.
- 4.8 Any determination pursuant to clause 4.6 shall be binding upon the parties and:
- (a) the cost and expenses of relevant third party making the determination;
  - (b) the reasonable costs and expenses of the parties in co-operating with such third party, as required by clause 4.6; and
  - (c) the costs and expenses of Jagotec in inspecting the records kept pursuant to clause 4.5, its findings from which caused it to bring the relevant dispute,
- shall be borne by the party against whom the determination is made.
- 4.9 Any overdue sum payable under this agreement will bear interest, accruing from the due date until the date of actual payment, whether before or after judgment, calculated at an annual rate equivalent to two per cent. above the United Kingdom base rate for the time being of Barclays Bank plc and compounded monthly.
- 4.10 In consideration of Jagotec and Skyepharma entering into this agreement, SA guarantees to Jagotec and Skyepharma and each of their successors, transferees and assigns the due and punctual payment on demand of all or any of the Guaranteed Obligations. SA as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 4.10 agrees to indemnify and keep indemnified Jagotec and Skyepharma in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by either of them arising out of, or in connection with, any failure of Sam Asculai to perform or discharge the Guaranteed Obligations. This guarantee is and shall at all times be a continuing security and shall cover the ultimate balance of all monies payable under this agreement, irrespective of any intermediate payment or discharge in full or in part of the Guaranteed Obligations. The liability of SA under this guarantee shall not be reduced, discharged or otherwise adversely affected by any act, omission, matter or thing which would have discharged or affected the liability of the Guarantor had it been a principal debtor instead of a guarantor, or indemnifier, or by anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge SA or otherwise reduce or extinguish his liability under this guarantee.

## 5. GENERAL

- 5.1 Any communication given under or in connection with this agreement shall be in writing and shall be delivered personally or sent by pre-paid first class post (air mail if posted to or from a place outside the United Kingdom) to the address of each party stated above or sent by fax, in the case of:
- (a) Sam Asculai, to 53 McCaul Street, TH13 Toronto, ON Canada M6M 2B6, marked for the attention of Sam Asculai;
  - (b) SA, to 53 McCaul Street, TH13 Toronto, ON Canada M6M 2B6, marked for the attention of Sam Asculai;

- (c) Enhance, to 100 King Street West, 37<sup>th</sup> Floor, Toronto, ON Canada M5X 1C9 marked for the attention of Sam Asculai;
- (d) SkyePharma, to 4<sup>th</sup> Floor, 105 Piccadilly, London W1J 7NJ; +44 (0)207 491 3338, marked for the attention of Company Secretary;

and

- (e) Jagotec, to Eptingerstrasse 51, 4132 Muttenz, Switzerland; fax; , marked for the attention of President; ,

and shall be deemed delivered:

- (i) when delivered or sent if delivered personally or sent by fax;
- (ii) two days after posting if sent by courier; and
- (iii) ten days after posting if sent by airmail.

5.2 No party will disclose the making of this agreement, or its terms, without the prior consent of the other parties, unless disclosure is:

- (a) to its professional advisers; or
- (b) required by law or the rules or standards of any stock exchange or other regulatory body:
  - (i) after it has taken all such steps as may be reasonable in the circumstances to agree the contents of such announcement with the other parties before making such announcement, and provided that any such announcement shall be made only after notice to the other parties; and
  - (ii) only to the person or persons and in the manner required by law or such regulatory body or as otherwise agreed between the parties.

5.3 The restrictions contained in clause 5.2 shall apply without limit of time.

5.4 No rights or benefits expressly or impliedly conferred by this agreement shall be enforceable against any of the parties by any other person.

5.5 This agreement may be executed in any number of counterparts, which together shall constitute one agreement, and any party may enter into this agreement by executing a counterpart, and this agreement shall not take effect until it has been executed by all parties.

5.6 Each party acknowledges and agrees with the other parties that this agreement constitutes the entire and only agreement between them relating to the subject matter of this agreement and that it has not been induced to enter into this agreement in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

5.7 The only remedies available to a party in respect of this agreement are damages for breach of contract and no party has any right to rescind or terminate this agreement either for breach of contract or for negligent or innocent misrepresentation or otherwise.

- 5.8 Nothing in this agreement will, and does not purport to, exclude any liability which any of the parties would otherwise have to any other, or any right which any of them may have, in respect of any statements made fraudulently by any of them prior to the execution of this agreement or any rights which any of them may have in respect of fraudulent concealment by any of them.
- 5.9 This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law.
- 5.10 Each of the parties irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this agreement.
- 5.11 Without prejudice to any other permitted mode of service, the parties agree that service of any claim form, notice or other document for the purpose of any suit, action or proceedings, and/or to settle any disputes arising out of or in connection with this agreement, or its formation, begun in England and Wales shall be duly served upon it if delivered in accordance with clause 5.1.

**IN WITNESS** whereof this agreement has been executed as a deed on the date first above written.


SCHEDULE  
Trade Marks

VISIBLE YOUTH


Case Ref.	Case Status	Country	Application No.	Date app. Filed	Registration No.	Grant Date	Owner	International Classes
T28749/AU	Granted/Registered	Australia	768865	29 Jul 1998	768865	12 Mar 1999	Jagotec AG	03, 05
T28697/CA	Granted/Registered	Canada	656517	03 Mar 1990	A393144	24 Jan 1992	Jagotec AG	03, 05
T43790/EM	Under Opposition	EU Community	002984367	11 Dec 2002			Jagotec AG	03, 05
T28700/FR	Granted/Registered	France	11607	27 Apr 1990	B90434	27 Apr 1990	Hyel Pharmaceutical Corp	03, 05
T28981/JP	Granted/Registered	Japan	2457730	03 Jul 1990	2457730	30 Sep 1992	Jagotec AG	03
T43817/NO	Granted/Registered	Norway	200212169	20 Dec 2002	219974	24 Jul 2003	Jagotec AG	03, 05
T43802/CH	Granted/Registered	Switzerland	10622/2002	16 Dec 2002	508958	02 Apr 2003	Jagotec AG	03, 05
T43845/US	Granted/Registered	USA	76/457421	10 Oct 2002	3139439	05 Sep 06	Jagotec AG	03



Signed as a deed by Sam Asculai  
for and on behalf of SAM ASCULAI  
CONSULTANTS

}   
} S. ASCULAI  
} PRESIDENT

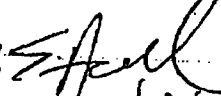
Signed by  
SAM ASCULAI

}   
}


As a deed in the presence of;



}   
} A. Theobald

Signed as a deed by Sam Asculai  
for and on behalf of ENHANCE SKIN  
PRODUCTS INC.


}   
} S. ASCULAI

Signed as a deed by  
for and on behalf of SKYEPHARMA PLC

}   
} P. GRANT  
} DIRECTOR

  
J. MURREN  


Signed as a deed by  
for and on behalf of JAGOTEC AG

}   
} T. CHAPMAN  
} DIRECTOR

S. HALBEISEN  
S. HALBEISEN  
DIRECTOR

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

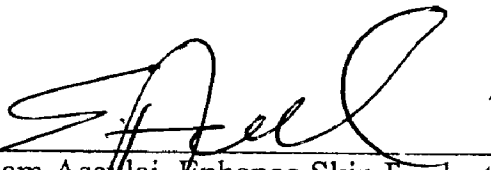
Law Office : 106  
TM Attorney : Martha L. Fromm  
Applicant : Jagotec AG  
Serial No. : 76/457,421  
Filed : October 10, 2002  
Mark : VISIBLE YOUTH

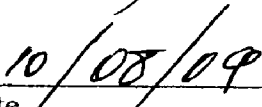
Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, Virginia 22313-1451

Dear Sir:

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Douglas H. Siegel of Price, Heneveld, Cooper, DeWitt & Litton, LLP, whose postal address is P.O. Box 2567, 695 Kenmoor Avenue SE, Grand Rapids, Michigan, 49501-2567, is hereby designated Enhance Skin Products Inc.'s representative upon whom notice or process in this proceeding may be served.

  
\_\_\_\_\_  
Sam Ascalai, Enhance Skin Products, Inc.

  
\_\_\_\_\_  
Date