

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
HMR PHARMA, INC.		12/28/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aventis Holdings, Inc.		
Street Address:	3711 Kennett Pike, Suite 200		
City:	Greenville		
State/Country:	DELAWARE		
Postal Code:	19807		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1577275	NICODERM	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlz.com		
Correspondent Name:	SUSAN UPTON DOUGLASS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	AVHO 0509045		
NAME OF SUBMITTER:	Susan Upton Douglass		
Signature:	/anca nicolescu/		
Date:	01/15/2010		

CH \$40.00 1577275

Total Attachments: 4

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GLOBAL ASSIGNMENT AND ASSUMPTION

(HMR to AHI)
(Step 4)

THIS GLOBAL ASSIGNMENT AND ASSUMPTION (this "Assignment") is made as of December 28, 2001 by and between HMR Pharma, Inc., a Delaware corporation ("Assignor"), and Aventis Holdings Inc., a Delaware corporation ("Assignee").

BACKGROUND

- A. As part of a corporate restructuring, Assignor has succeeded to the assets and liabilities of Aventis Pharmaceuticals Inc. ("API"); and
- B. Also, as part of this corporate restructuring, Assignor desires to assign, transfer and set over to Assignee all of its right, title and interest in and to the Assigned Assets and Liabilities and Assignee desires to assume and accept the same; and
- C. The "Assigned Assets and Liabilities" shall include:
- a. All of the assets and liabilities as set forth on Schedule A;
 - b. All intellectual property rights (including patent, trademark, know-how and other proprietary rights of Assignor, including those rights acquired as successor-in-interest to API's assets and liabilities, but excluding those intellectual property rights in-licensed to Assignor (directly or as a successor-in-interest to API's assets and liabilities); and
 - c. All contracts or agreements related to the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, covenant and agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in the Assigned Assets and Liabilities, and Assignee hereby assumes the Assigned Assets and Liabilities.
2. This Assignment shall be binding upon the parties hereto and their respective successors and assigns.
3. The Assignment made hereunder is intended to be a tax-free exchange pursuant to Section 351 of the Internal Revenue Code.
4. This Assignment shall be construed and enforced in accordance with the laws of the State of Delaware.

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5. This Assignment may be executed in counterpart, each of which shall be an original, and together which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of
the date first above written.

Assignor:

HMR PHARMA, INC.

By: 

Name: Phillip R. Ridolfi

Title: President

Assignee:

AVENTIS HOLDINGS INC.

By: 

Name: Phillip R. Ridolfi

Title: President

Schedule A

Redacted