

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
Photocure ASA		09/30/2009	CORPORATION: NORWAY
RECEIVING PARTY DATA			
Name:	GALDERMA S.A.		
Street Address:	Zugerstrasse 8		
City:	CHAM		
State/Country:	SWITZERLAND		
Postal Code:	6330		
Entity Type:	societe anonyme: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2874626	AKTILITE	
Registration Number:	3624834	METVIXIA	
CORRESPONDENCE DATA			
Fax Number:	(646)349-5567		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	917.779.9967		
Email:	mlombard@lgtrademark.com		
Correspondent Name:	G. Mathew Lombard		
Address Line 1:	230 PARK AVE		
Address Line 2:	10 FL		
Address Line 4:	NEW YORK, NEW YORK 10169		
ATTORNEY DOCKET NUMBER:	102.0005		
DOMESTIC REPRESENTATIVE			
Name:	G. Mathew Lombard		

OP \$65.00 2874626

Address Line 1: 230 PARK AVE
Address Line 2: 10 FL
Address Line 4: NEW YORK, NEW YORK 10169

NAME OF SUBMITTER: G. Mathew Lombard

Signature: /g mathew lombard/

Date: 03/22/2010

Total Attachments: 6
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U.S. TRADEMARK ASSIGNMENT

between

PHOTOCURE ASA

and

GALDERMA S.A.

Dated as of September 30, 2009

U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT, dated as of September 30, 2009 (the "Assignment"), is made between Photocure ASA, a Norwegian corporation ("Assignor"), and Galderma S.A., a Swiss corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof, pursuant to which Assignee agreed to purchase from Assignor, and Assignor agreed to sell, assign and transfer to Assignee, among other things, the marks set forth on Exhibit A hereto and incorporated by reference herein, and their respective registrations in, or applications for registration filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks");

WHEREAS, Assignor has adopted, used or is using the Assigned Marks; and

WHEREAS, Assignee desires to purchase and acquire all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill of the business symbolized by the Assigned Marks, which is ongoing and Assignee accepts the assignment and transfer of the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, convey, assign, transfer and deliver to Assignee all of the right, title and interest of Assignor in and to the Assigned Marks, which include without limitation all of the following: (i) all of Assignor's federal, state, local, statutory and common law and other rights therein, Assignor's right to apply for and maintain all registrations and applications for registrations thereof (and all extensions and renewals of such registrations and applications), and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens; (ii) all of the rights of priority therein in any jurisdiction as may now or hereafter be granted to Assignor by applicable law; (iii) all claims, causes of action, lawsuits or demands relating to the foregoing that Assignor may have against any Person, whether before or hereafter accrued, by way of counterclaim or otherwise and any judgments or recoveries for the benefit of Assignor; (iv) all of the rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements, violations or misappropriations of the Assigned Marks, including without limitation to the right to compromise, sue for and collect such profits and damages; and (v) all other rights and interests arising out of or related to the Assigned Marks; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.


This Assignment shall be governed by the laws of the United States for trademark issues, and for all other matters, including as to validity, interpretation and effect, by the laws of Switzerland without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

This Assignment may be executed in several counterparts (and delivered via facsimile or otherwise electronically), each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Assignment shall become effective when each party shall have received a counterpart hereof signed by the other party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed by its duly authorized officer, in each case as of the date first written above.

PHOTOCURE ASA

By: 
Name: Kjetil Hestdal
Title: Chief Executive Officer

GALDERMA S.A.

By: _____
Name: Humberto C. Antunes
Title: Chief Executive Officer

[Signature Page to U.S. Trademark Assignment – Photocure ASA]

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed by its duly authorized officer, in each case as of the date first written above.

PHOTOCURE ASA.

By: _____
Name: Kjetil Hestdal
Title: Chief Executive Officer

GALDERMA S.A.

By: *Humberto C. Antunes*
Name: Humberto C. Antunes
Title: Chief Executive Officer

[Signature Page to U.S. Trademark Assignment – Galderma S.A.]

EXHIBIT A

Assigned Marks

Mark	Appl.No.	Reg.No.	Reg./App. Date
METVIXIA	78/962392	N/A	29.08.2006
AKTILITE	78/251878	2,874,626	17.08.2004