

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Transfer Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halsoprodukter Forserum AB		12/01/2012	LIMITED LIABILITY COMPANY: SWEDEN
RECEIVING PARTY DATA			
Name:	Pfizer AB		
Street Address:	Vetenskapsvagen 10		
City:	191 90 Sollentuna		
State/Country:	SWEDEN		
Entity Type:	LIMITED LIABILITY COMPANY: SWEDEN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1818673	IMEDEEN	
Registration Number:	1852160	IMEDEEN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	deadlinesipnyo@pfizer.com		
Correspondent Name:	Matthew A. Pater		
Address Line 1:	Five Girlada Farms		
Address Line 4:	Madison, NEW JERSEY 07940		
ATTORNEY DOCKET NUMBER:	G386126		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$65.00 1818673

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Matthew A. Pater

Signature:

/map/

Date:

09/04/2013

Total Attachments: 21

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Asset Transfer Agreement

dated 1 December 2012

by and between

Hälsoprodukter Forserum AB

and

Pfizer AB

regarding transfer of Hälsoprodukter Forserum AB's business

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SCHEDULES

Exhibit A(I)	Assets
Exhibit A(II)	Contracts
Exhibit A(III)	Liabilities
Exhibit E(II)	Excluded Assets

This Asset Transfer Agreement is dated 1 December 2012 and made between:

- (1) **Hälsoprodukter Forserum AB**, Reg. No. 556312-3669, a limited liability company incorporated under the laws of Sweden (the "Seller"); and
- (2) **Pfizer AB**, Reg. No. 556059-6255, a limited liability company incorporated under the laws of Sweden (the "Buyer").

Each of the Seller and the Buyer is hereinafter referred to as a "Party" and, jointly, as the "Parties".

BACKGROUND

- A. The Seller and the Buyer are both conducting business within the biomedical and pharmaceutical industry and are part of the same group. As part of an on-going restructuring of the group the Seller wishes to sell and assign the Business, and the Buyer wishes to acquire and assume the Business.
- B. In view of the foregoing, the Seller and the Buyer have agreed as follows.

1. DEFINITIONS

"Agreement" means this Asset Transfer Agreement, together with its schedules.

"Assets" means all the Seller's assets, including but not limited to the assets set out in Exhibit A(I), except for the Excluded Assets.

"Business" means the Assets, the Contracts, the Employees and the Liabilities.

"Buyer" has the meaning set out in the introductory paragraph (2) of this Agreement.

"Contracts" means all the Seller's contracts, including but not limited to the contracts set out in Exhibit A(II).

"Excluded Assets" means the assets set out in Exhibit E(II).

"Liabilities" means the Seller's liabilities set out in Exhibit A(III).

"Party" has the meaning set out in the introductory paragraph of this Agreement.

"Purchase Price" has the meaning set out in Section 3.1.

"Seller" has the meaning set out in the introductory paragraph (1) of this Agreement.

2. SALE AND TRANSFER

- 2.1.1 On the terms and subject to the conditions set forth in this Agreement, the Seller hereby sells and assigns and the Buyer hereby purchases and assumes, the Business and the Buyer agrees, subject to Sections 4 and 5, to assume, satisfy and discharge the Liabilities of the Seller.

3. PURCHASE PRICE

- 3.1 The purchase price for the Business transferred under this Agreement shall correspond to an amount equal to the tax book value of the Assets less the Liabilities (the "Purchase Price").
- 3.2 The Parties agree that the transfer of the Business pursuant to this Agreement is a "transfer of a business" for value added tax purposes and, accordingly, the Parties acknowledge that no value added tax is payable. In the event that value added tax would be payable, value added tax shall be added to the Purchase Price in accordance with applicable law, and the Buyer undertakes to pay to the Seller, against receipt of invoice, value added tax on the Purchase Price or, in case only part of the transfer of Business hereunder is subject to value added tax, on the portion of the Purchase Price subject to value added tax.
- 3.3 The Parties shall as soon as possible after 1 December 2012 calculate the Purchase Price and the Buyer shall pay the Purchase Price to the Seller within ten (10) days from the date on which the Parties have agreed on the calculations by transferring an amount equivalent to the Purchase Price to a bank account designated by the Seller.

4. DELIVERY, TITLE AND RISK

- 4.1 Subject to Section 5, title to the Assets and obligations for the Liabilities transferred and assigned to the Buyer pursuant to this Agreement (and the risk of loss or damage thereto) shall pass to the Buyer on 1 December 2012 and all revenues, costs and expenses related or attributable to the Assets or to the Liabilities incurred, due, or accrued on that date and onwards shall be for the account of the Buyer.
- 4.2 Subject to Section 5, rights and obligations under the Contracts transferred and assigned to the Buyer pursuant to this Agreement (and the risk of loss or damage thereto) shall pass to the Buyer on 1 December 2012 and all revenues, costs and expenses related or attributable to the Contracts incurred, due or accrued on that date and onwards shall be for the account of the Buyer.

5. COVENANTS

5.1 Transfer of Contracts

- 5.1.1 Contracts that do not require third party approval to be transferred, shall be deemed transferred on the date set out in Section 4.2.
- 5.1.2 In relation to Contracts that require third party approval to be transferred, the Parties shall, as soon as practically possible after date of this Agreement, jointly contact those third parties and the Parties shall use their respective reasonable best efforts to seek to obtain the approval to transfer the third party contracts concerned.
- 5.1.3 In case of Contracts that require third party approval to be transferred, and in case such consent is obtained by the date set out in Section 4.2, such contracts will be transferred on the date set out in Section 4.2.
- 5.1.4 In case of Contracts that require third party approval to be transferred, and in case such consent is not obtained by the date set out in Section 4.4, the provisions set out in Section 5.2 shall apply to such contracts.

5.2 Interim contract administration

- 5.2.1 The Buyer shall, to the extent possible, perform the Seller's undertakings under the Contracts on behalf of the Seller and the Seller shall grant the Buyer the same rights, use and benefit of such Contracts that the Seller has and the Buyer shall, as between the Parties, be responsible for the observance and compliance with the Seller's obligations and liabilities under such Contracts to the same extent as if the Buyer was the party thereto. Accordingly, all revenues and costs attributable to the relevant agreement shall be allocated to the Buyer instead of the Seller and the Seller shall account for any amounts received by the Seller under any such agreements to the Buyer. Notwithstanding the above, until such time as approval to transfer such agreements take place, any contractual obligations and liabilities arising out of said agreements shall in relation to the third party remain with the Seller.
- 5.2.2 In the event that the preceding paragraph applies, the Seller shall as between the Parties administer the Contracts.
- 5.2.3 In relation to actual payments to or from third parties under the Contracts where approval to transfer the Contract has not been obtained, the following shall apply:
- (a) the Seller will continue to pay any invoices in respect of the Contract following payment to the Seller by the Buyer of such payments unless it is possible for the Buyer to directly pay to the third party. In the event the Seller would be charged any penalty payments due to late payment caused by the Buyer, the Buyer shall reimburse the Seller for such penalty payments; and
 - (b) the Parties will use commercially reasonable efforts in order to enable the Buyer to directly receive any payments due from the third party. Where such direct payment is not reasonably possible, the Seller will continue to receive any payments due from the third parties but shall promptly forward such payments to the Buyer.
- 5.2.4 The Seller will use commercially reasonable efforts to enforce the Contracts as directed by the Buyer, including exercising (at the Buyer's cost) any purchase rights on behalf of the Buyer where the Buyer directs the Seller to do so.
- 5.2.5 In relation to VAT (and/or similar sales taxes), the Parties shall use commercially reasonable efforts in order to take such actions that are required in order to ensure that VAT does not become a final cost to either Party. In the event that VAT would become a final cost to the Seller, the Buyer shall reimburse the Seller for such cost.
- 5.2.6 As soon as practically possible after obtaining the third party approval for the transfer of the Contracts concerned, the Parties shall take all actions reasonably required in order to effect the transfer of the Contracts concerned, but without any obligation on either Party to pay any transfer fees or similar.
- 5.2.7 If the necessary third party approval required in order to transfer any Contract is not obtained prior to expiry of the ordinary term of such Contract or during a current extension term (hence, excluding not yet commenced extensions of the relevant Contract or any not yet commenced automatic extensions of such agreements), then such agreement shall expire (or be terminated by the Seller, at the Buyer's timely request, if required to avoid automatic extension pursuant to the terms of such Contract) and not be renewed/extended unless the Parties agree otherwise. Hence,

the Seller shall not have any obligation to renew/extend any such Contract unless done in accordance with the preceding sentence.

5.2.8 Without prejudice to what is set out in Sections 5.2.1 – 5.2.7 above, the Buyer shall, in its sole discretion, have the right to terminate any Contract which is referred to in said Sections at the expiry of the ordinary term of such Contract. In such event, the Buyer shall instruct the Seller to give notice of termination in respect of such Contract.

5.2.9 The Seller shall have no liability in relation to the Buyer in the event that consent to the assignment of a Contract is refused.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Seller makes the following representations and warranties.

6.2 The Seller is duly organised and validly existing under the laws of Sweden.

6.3 The Seller owns, free and clear of all encumbrances the Assets transferred under this Agreement.

7. DISPUTES

7.1.1 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

8. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Sweden, without giving regard to its principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been signed in two originals, of which the parties have received one each.


Date: 1 December 2012

Date: 1 December 2012

Hälsoprodukt
Forserum AB

Pfizer AB


By: _____
Signature

By:  _____
Signature

Name in capital
letters:

Name in capital letters: IMMER BRATNE

By: _____
Signature

By:  _____
Signature

Name in capital
letters: _____

Name in capital letters: Tommy J. Lund

IN WITNESS WHEREOF, this Agreement has been signed in two originals, of which the parties have received one each.

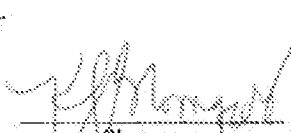
Date: 1 December 2012

Date: 1 December 2012

Hälsoprodukter
Forserum AB

Pfizer AB

By:


Signature

By:

Signature

Name in capital
letters:

Name in
capital letters:

By:


Signature

By:

Signature

Name in capital
letters:

Anna Brandt Capell

Name in
capital letters:

EXHIBIT A(I)

ASSETS

The Assets shall include but are not limited to the assets listed in the attached balance sheet of the Seller, and all trademarks owned by the Seller, including but not limited to the trademarks listed in the attached trademark list.

Malrosan A/S
Name

Company code 2890 Business area

FINANCIAL SHEET OF THE GROUP
Balance sheet for Ferrosan A/S

Time 20:52:32
R002490/Andri

Date 28.11.2012
Page 1

Amount in SEK

Account	Description	2011	2012	2011	2012	2011	2012	2011	2012
164200	Current Assets:								
164200	Accounts receivable	12,900,449.58	12,620,839.15	12,900,449.58	12,620,839.15	12,900,449.58	12,620,839.15	100.0	100.0
164210	Prepaid Service Company fee deposits	17,905,449.58	17,905,449.58	17,905,449.58	17,905,449.58	17,905,449.58	17,905,449.58	100.0	100.0
164220	Amounts due from subsidiaries	17,905,449.58	17,905,449.58	17,905,449.58	17,905,449.58	17,905,449.58	17,905,449.58	100.0	100.0
164230	Tax paid on account	5,584,828.00	5,584,828.00	5,584,828.00	5,584,828.00	5,584,828.00	5,584,828.00	100.0	100.0
164240	Other receivables	23,491,177.58	5,959,181.35	23,491,177.58	5,959,181.35	23,491,177.58	5,959,181.35	100.0	100.0
164250	CASH AND BANK BALANCES:								
164260	Swedish	3,802.02	2,589.00	3,802.02	2,589.00	3,802.02	2,589.00	100.0	100.0
164270	Swedish	0.00	0.00	0.00	0.00	0.00	0.00	100.0	100.0
164280	Postal giro account	1,510,545.20	418,377.29	1,510,545.20	418,377.29	1,510,545.20	418,377.29	100.0	100.0
164290	Bank deposits (local currency)	1,530,545.20	418,377.29	1,530,545.20	418,377.29	1,530,545.20	418,377.29	100.0	100.0
SUM		25,029,922.78	5,041,109.06	25,029,922.78	5,041,109.06	25,029,922.78	5,041,109.06	100.0	100.0
SUM ASSETS		25,029,922.78	5,041,109.06	25,029,922.78	5,041,109.06	25,029,922.78	5,041,109.06	100.0	100.0

Excluded = All of the above line items except line item 164200, but only when it refers to Ferrosan A/S (in this report it is noted that it refers to Ferrosan AB, but this refers to prior year).

Country	Mark Name	TMID	Reg Date	Reg No
Argentina	IMEDEEN	396209	11-okt-05	2.046.220
Argentina	IMEDEEN	396210	31-maj-95	2.044.766
Aruba	IMEDEEN	396223	15-mar-06	25517
Australia	IMEDEEN	396241	22-mar-91	A587.454
Australia	IMEDEEN	396242	22-mar-91	A552.603
Australia	IMEDEEN	396243	09-apr-99	790857
Austria	IMEDEEN	396256	24-jan-95	156391
Bahrain	IMEDEEN	396284	23-sep-95	19374
Bahrain	IMEDEEN	396285	23-sep-95	19375
Bangladesh	IMEDEEN	396286	19-jun-12	43413
Bangladesh	IMEDEEN	396287	16-apr-85	43412
Barbados	IMEDEEN	396288	24-feb-00	81/11.941
Barbados	IMEDEEN	396289	24-feb-00	81/11.940
Benslux	IMEDEEN	396315	23-okt-92	522353
Benelux	IMEDEEN	396316	19-mar-91	495296
Bolivia	IMEDEEN	396320	05-nov-96	62448-C
Bolivia	IMEDEEN	396321	18-aug-99	74355-C
Brazil	IMEDEEN	396336	28-sep-99	820024759
Brazil	IMEDEEN	396337	08-sep-92	816176280
Brunei	IMEDEEN	396350	02-sep-96	22.137
Brunei	IMEDEEN	396351	02-sep-96	21.827
Bulgaria	IMEDEEN	396356	27-feb-96	27705
Canada	IMEDEEN	396368	26-nov-93	419.993
Canada	IMEDEEN	396369	19-jan-04	TMA599.868
Chile	IMEDEEN	396379	20-dec-94	435.97
China P.R.	IMEDEEN	396407	21-nov-96	900423
China P.R.	IMEDEEN	396408	21-nov-96	900699
China P.R.	IMEDEEN	396409	07-aug-00	1429893
China P.R.	IMEDEEN	396410	21-jun-02	1793535
China P.R.	IMEDEEN	396411	07-aug-00	1430170
Colombia	IMEDEEN	396444	17-jan-95	172108
Colombia	IMEDEEN	396445	26-okt-94	178863
Colombia	IMEDEEN	396446	18-jul-01	239370
Colombia	IMEDEEN	396447	18-jul-01	239371
Costa Rica	IMEDEEN	396460	18-nov-94	89261
Costa Rica	IMEDEEN	396461	18-nov-94	89263
Cyprus	IMEDEEN	396468	20-jul-99	44899
Cyprus	IMEDEEN	396469	20-jul-99	44900
Czech Republic	IMEDEEN	396478	26-maj-97	200208
Denmark	IMEDEEN	396575	12-jul-91	VR199104379
Denmark	IMEDEEN	396576	15-maj-06	VR200601708
Dominican Republic	IMEDEEN	396647	15-dec-94	75460
Dominican Republic	IMEDEEN	396648	15-jan-95	75852
Ecuador	IMEDEEN	396651	20-jan-96	0376-95
Ecuador	IMEDEEN	396652	20-jan-95	0375-95
Egypt	IMEDEEN	396667	22-dec-96	90270
Estonia	IMEDEEN	396676	26-jul-00	31718
Finland	IMEDEEN	396711	05-sep-94	133929
Finland	IMEDEEN	396712	20-jul-93	127084
France	IMEDEEN	396743	03-nov-92	92440245
France	IMEDEEN	396744	04-mar-11	1648026
Germany	IMEDEEN	396765	09-jun-99	2105770
Germany	IMEDEEN	396766	05-jul-93	2039806
Guatemala	IMEDEEN	396779	12-okt-00	107.295
Guatemala	IMEDEEN	396780	24-okt-02	120680
Guyana	IMEDEEN	396781	22-nov-96	15.739A
Guyana	IMEDEEN	396782	22-nov-96	15.740A
Honduras	IMEDEEN	396783	28-jul-95	62.284

Hong Kong	IMEDEEN	396797	24-jan-95	5071/1996
Hong Kong	IMEDEEN	396798	24-jan-95	8369/1996
Hungary	IMEDEEN	396816	27-okt-97	147414
India	IMEDEEN	396836	23-sep-94	641055
India	IMEDEEN	396837	23-sep-94	641056
Indonesia	IMEDEEN	396844	02-jun-95	IDM000008020
Indonesia	IMEDEEN	396845	06-jun-95	336132
Iran	IMEDEEN	396856	08-jun-97	80482
Ireland	IMEDEEN	396863	08-maj-95	166670
Israel	IMEDEEN	396864	01-sep-96	98502
Israel	IMEDEEN	396865	04-jul-95	82848
Italy	IMEDEEN	396961	20-mar-06	998644
Italy	IMEDEEN	396962	09-jun-94	844727
Jamaica	IMEDEEN	396964	08-okt-98	30 984
Jamaica	IMEDEEN	396965	02-dec-96	31 395
Japan	IMEDEEN	396983	28-feb-94	2624286
Japan	IMEDEEN	396984	30-nov-94	3010477
Jordan	IMEDEEN	397005	23-sep-01	67475
Korea South	IMEDEEN	397024	27-maj-92	239151
Korea South	IMEDEEN	397025	03-aug-00	474610
Korea South	IMEDEEN	397026	04-maj-92	262016
Korea South	IMEDEEN	397027	02-aug-96	344691
Kuwait	IMEDEEN	397041	03-sep-01	34671
Kuwait	IMEDEEN	397042	25-jan-00	31749
Latvia	IMEDEEN	397053	20-dec-99	M44988
Lebanon	IMEDEEN	397063	11-apr-94	63017
Lithuania	IMEDEEN	397072	17-aug-00	39357
Macao	IMEDEEN	397081	28-feb-97	N/1065
Malaysia	IMEDEEN	397103	04-apr-95	95002982
Malaysia	IMEDEEN	397104	04-apr-95	95/02983
Malaysia	IMEDEEN	397105	05-mar-99	99001837
Malaysia	IMEDEEN	397106	05-mar-99	99001838
Mexico	IMEDEEN	397141	08-feb-94	451784
Mexico	IMEDEEN	397142	08-feb-94	451785
Monaco	IMEDEEN	397173	04-okt-07	07-26300
New Zealand	IMEDEEN	397185	28-okt-92	222509
New Zealand	IMEDEEN	397189	13-apr-92	217560
New Zealand	IMEDEEN	397190	22-jan-99	304208
New Zealand	IMEDEEN	397191	22-jan-99	304209
Nicaragua	IMEDEEN	397206	30-okt-98	39,225
Nicaragua	IMEDEEN	397207	04-mar-98	36660
Norway	IMEDEEN	397247	06-okt-94	186598
Norway	IMEDEEN	397248	27-aug-92	151997
Oman	IMEDEEN	397282	09-sep-02	11932
Oman	IMEDEEN	397283	09-sep-02	11931
Pakistan	IMEDEEN	397286	16-maj-95	130122
Pakistan	IMEDEEN	397287	28-jun-93	120745
Panama	IMEDEEN	397290	03-jul-96	61552
Panama	IMEDEEN	397291	11-jan-96	72069
Paraguay	IMEDEEN	397294	19-maj-95	176,979
Paraguay	IMEDEEN	397295	29-dec-94	174,924
Peru	IMEDEEN	397301	16-aug-94	9724
Peru	IMEDEEN	397302	16-aug-94	9725
Philippines	IMEDEEN	397306	17-jan-05	4-2001-000800
Philippines	IMEDEEN	397307	16-aug-99	4-1994-98745
Philippines	IMEDEEN	397308	16-aug-99	4-1995-98746
Poland	IMEDEEN	397321	20-nov-98	107437
Portugal	IMEDEEN	397334	05-jul-95	301476
Portugal	IMEDEEN	397335	05-jul-95	301469

Romania	IMEDEEN	397351	03-aug-95	24674
Russian Federation	IMEDEEN	397382	30-dec-96	149123
South Africa	IMEDEEN	397430	09-okt-92	92/8585
South Africa	IMEDEEN	397431	27-mar-92	92/2598
El Salvador	IMEDEEN	397438	29-maj-97	55Book55
El Salvador	IMEDEEN	397439	04-jun-03	18B 174
Saudi Arabia	IMEDEEN	397445	27-jul-96	380/74
Saudi Arabia	IMEDEEN	397446	27-jul-96	380/75
Switzerland	IMEDEEN	397462	06-dec-94	428808
Singapore	IMEDEEN	397491	11-mar-94	T94/02043I
Singapore	IMEDEEN	397492	11-mar-94	T94/02044G
Singapore	IMEDEEN	397493	22-jan-99	T99/00671Z
Singapore	IMEDEEN	397494	22-jan-99	T99/00672H
Slovak Republic	IMEDEEN	397527	21-jan-99	183696
Spain	IMEDEEN	397534	09-jan-96	1728937
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Sri Lanka	IMEDEEN	397541	29-sep-94	71942
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United Arab Emirates	IMEDEEN	397676	03-mar-97	9083
Ukraine	IMEDEEN	397703	12-nov-99	13829
Uruguay	IMEDEEN	397727	21-nov-97	267,56
United States	IMEDEEN	397736	01-feb-94	1818673
United States	IMEDEEN	397737	06-sep-94	1852160
United States	IMEDEEN	397738	20-feb-07	3211669
Vietnam	IMEDEEN	397757	14-aug-96	21931
United Kingdom	IMEDEEN	397826	12-nov-93	1514133
Cambodia	IMEDEEN	397833	16-sep-96	7950
Cambodia	IMEDEEN	397834	16-sep-96	7951
Sri Lanka	IMEDEEN	397840	21-maj-01	71943
Qatar	IMEDEEN (+Hok. version QA)	397341	22-dec-05	25069
Qatar	IMEDEEN (+Hok. version QA)	397342	22-dec-05	25070
China P.R.	IMEDEEN (+mandarin) og bølgefigur	396414	14-maj-98	1175939
China P.R.	IMEDEEN (+mandarin) og bølgefigur	396415	07-aug-00	1429892
China P.R.	IMEDEEN (+mandarin) og bølgefigur	396416	21-feb-03	3020610
China P.R.	IMEDEEN (+mandarin) og bølgefigur	396417	07-aug-00	1430216
Russian Federation	IMEDEEN (Cyrillic version)	397385	20-aug-99	178989
Russian Federation	IMEDEEN (Cyrillic version)	397387	01-jun-11	438385
China P.R.	IMEDEEN (kantonesisk med understregning)	396401	28-jul-97	1.062.720
China P.R.	IMEDEEN (kantonesisk med understregning)	396402	07-aug-00	1429894
China P.R.	IMEDEEN (kantonesisk med understregning)	396403	07-apr-09	3020607
China P.R.	IMEDEEN (kantonesisk med understregning)	396404	07-aug-00	1430171
Hong Kong	IMEDEEN (kantonesisk med understregning)	396795	11-jan-96	B00926/1998
Macao	IMEDEEN (kantonesisk med understregning)	397080	07-mar-97	N/1058
Singapore	IMEDEEN (kantonesisk med understregning)	397488	15-feb-96	T96/01.665Z
China P.R.	IMEDEEN (kantonesisk uden understregning)	396418		
Taiwan	IMEDEEN (kantonesisk uden understregning)	397597	16-dec-97	788552
Japan	IMEDEEN (Katakana)	396979	11-dec-98	4220653
Hong Kong	IMEDEEN (Lokal vers.: kantonesisk) "EMBALLAGE"	396794	31-jan-96	10383/1999
Korea South	IMEDEEN (lokal version KR)	397030	30-mar-00	467492

China P.R.	IMEDEEN (mandarin)	396397	07-aug-97	1058716
China P.R.	IMEDEEN (mandarin)	396398	28-jul-00	1426758
China P.R.	IMEDEEN (mandarin)	396399	21-feb-03	3020611
China P.R.	IMEDEEN (mandarin)	396400	07-aug-00	1430172
Hong Kong	IMEDEEN (mandarin)	396793	16-apr-96	4619/1997
Macao	IMEDEEN (mandarin)	397079	07-mar-97	N/1066
Singapore	IMEDEEN (mandarin)	397487	15-feb-96	T96/01664A
Taiwan	IMEDEEN (mandarin)	397591	16-jun-97	764255
Taiwan	IMEDEEN (mandarin) og bølgefignr	397596	16-jun-97	764448
Costa Rica	IMEDEEN (med understregning) (fig)	396463	07-feb-11	207027
Greece	IMEDEEN (med understregning) (fig)	396777	19-maj-97	117943
Thailand	IMEDEEN (Thai fig)	397623	31-jul-96	KOR69.044
Brazil	IMEDEEN BEAUTIFUL SKIN BEGINS WITHIN	396347		
Brazil	IMEDEEN BEAUTIFUL SKIN BEGINS WITHIN	396348		
Denmark	IMEDEEN BEAUTIFUL SKIN BEGINS WITHIN	396635	02-jul-07	VR200702166
International Registration	IMEDEEN BEAUTIFUL SKIN BEGINS WITHIN	396941	11-okt-07	IR946316A
Japan	IMEDEEN BEAUTIFUL SKIN BEGINS WITHIN	396998	11-okt-07	IR946316A
Russian Federation	IMEDEEN BEAUTIFUL SKIN BEGINS WITHIN	396631	11-okt-07	IR946316A
Denmark	IMEDEEN BEAUTIQUE	396633	12-jul-07	VR200702440
Hong Kong	IMEDEEN BEAUTIQUE	396806	22-aug-07	300938881
Malaysia	IMEDEEN BEAUTIQUE	397121		
Mexico	IMEDEEN BEAUTY BEGINS WITHIN	401385		
Japan	IMEDEEN DEBUT	397000	19-dec-08	5191032
Denmark	IMEDEEN DERMA ONE	396491	31-okt-08	VR200803996
Thailand	IMEDEEN DERMA ONE	397805	21-apr-09	Kor325647
Thailand	IMEDEEN DERMA ONE	397606		
Russian Federation	IMEDEEN DERMA ONE (Cyrillic version)	397360		
Denmark	IMEDEEN DERMA PREPARE	396492	04-dec-08	VR200804398
Turkey	IMEDEEN EXPRESSION LINE CONTROL	397663	04-sep-06	200642408
Egypt	IMEDEEN Hålsoprodukter Forserum AB	396666	07-dec-97	90271
Denmark	IMEDEEN INSIDE BEAUTY CLUB	396636	02-jul-07	VR200702168
China P.R.	IMEDEEN LI FU (i kinesiske tegn)	396426	21-maj-08	4490157
Ecuador	IMEDEEN med bølgefignr (fig)	396654	18-sep-00	6567-00
Venezuela	IMEDEEN med bølgefignr (fig)	397749	10-jul-95	P178411
Venezuela	IMEDEEN med bølgefignr (fig)	397750	10-jul-95	P178412
Venezuela	IMEDEEN med bølgefignr (fig)	397751	10-jul-95	P178413
Japan	IMEDEEN med latinsk og katakana skrift	396986	05-nov-99	4332878
Japan	IMEDEEN med latinsk og katakana skrift	396987	14-apr-00	4377136
Denmark	IMEDEEN med tekst og bølgefignr (fig)	396524	22-sep-95	VR199506159
Japan	IMEDEEN med tekst og bølgefignr (fig)	396968	11-dec-98	4220654
Colombia	IMEDEEN PRIME RENEWAL	396455	31-mar-09	376865
Hong Kong	IMEDEEN PRIME RENEWAL	396808	09-mar-05	300382707AA
Hong Kong	IMEDEEN PRIME RENEWAL	396809	09-mar-05	300382707AB
Russian Federation	IMEDEEN PRIME RENEWAL (Cyrillic version)	397361		
Ukraine	IMEDEEN PRIME RENEWAL (Cyrillic version)	397682		
Denmark	IMEDEEN RADIANT COMPLEXION	396622	26-jan-06	VR200600408
International Registration	IMEDEEN RADIANT COMPLEXION	396933	17-jan-06	IR889098A
Malaysia	IMEDEEN RADIANT COMPLEXION	397113		
Malaysia	IMEDEEN RADIANT COMPLEXION	397119	13-jan-06	6012288
Japan	IMEDEEN RADIANT COMPLEXION	396632	17-jan-06	IR889098A
Japan	IMEDEEN ROSSA	396986	27-jul-07	5066122
Japan	IMEDEEN Rossa (fig)	396980	14-jun-02	4577122
Japan	IMEDEEN Rossa (fig)	396981	02-nov-01	4518754
Thailand	IMEDEEN SSS (fig)	397613	20-feb-01	KOR154594
United Arab Emirates	IMEDEEN SSS (fig)	397672	18-mar-03	36526
United Arab Emirates	IMEDEEN SSS (fig)	397673	18-mar-03	36524
Argentina	IMEDEEN SSS (fig)	396206	24-okt-05	2.048.419
Australia	IMEDEEN SSS (fig)	396232	05-feb-01	864.92
Bahrain	IMEDEEN SSS (fig)	396261	03-okt-05	29625

Bahrain	IMEDEEN SSS (fig)	396282	03-okt-05	29626
China P.R	IMEDEEN SSS (fig)	396390	14-feb-04	3020809
Colombia	IMEDEEN SSS (fig)	396435	18-jul-02	263431
Colombia	IMEDEEN SSS (fig)	396436	13-nov-02	258147
Denmark	IMEDEEN SSS (fig)	396529	15-feb-01	VR200100815
Egypt	IMEDEEN SSS (fig)	396662	30-aug-07	141057
Kuwait	IMEDEEN SSS (fig)	397038	21-maj-01	51768
Kuwait	IMEDEEN SSS (fig)	397039	01-mar-05	51767
Lebanon	IMEDEEN SSS (fig)	397051	09-maj-01	87234
Malaysia	IMEDEEN SSS (fig)	397097		
Malaysia	IMEDEEN SSS (fig)	397098	12-feb-07	1003502
Mexico	IMEDEEN SSS (fig)	397134	31-jul-01	709894
Mexico	IMEDEEN SSS (fig)	397135	27-jul-01	707867
Oman	IMEDEEN SSS (fig)	397279	10-maj-06	25158
Oman	IMEDEEN SSS (fig)	397280	04-mar-06	25159
South Africa	IMEDEEN SSS (fig)	397418	02-feb-01	2001/01808
South Africa	IMEDEEN SSS (fig)	397419	02-feb-01	2001/01809
Saudi Arabia	IMEDEEN SSS (fig)	397442	06-aug-02	635/95
Saudi Arabia	IMEDEEN SSS (fig)	397443	12-maj-02	827/6
Thailand	IMEDEEN SSS (fig)	397612	20-feb-01	KOR154595
Japan	IMEDEEN SUPER ROSSA	396999	19-dec-08	5191031
United States	IMEDEEN SYSTEMIC SKIN SOLUTION AND DESIGN	397734	26-aug-03	2755148
Japan	IMEDEEN SYSTEMIC SKIN SOLUTION AND DESIGN	396974	27-apr-01	IR758746A
International Registration	IMEDEEN SYSTEMIC SKIN SOLUTION AND DESIGN	396894	27-apr-01	IR758746A
Mexico	IMEDEEN TAN OPTIMIZER	397124	27-jul-10	1170641
United Kingdom	IMEDEEN TAN OPTIMIZER	397811	13-jun-08	2490147
Singapore	IMEDEEN x 2 (+mandarin) og bølgefigur	397500	15-feb-96	T96/01683C
Thailand	IMEDEEN x 3 og bølgefigur	397622	31-jul-96	KOR70522
Macao	IMEDEEN x2 for your skin (+mandarin) + bølge	397082	07-mar-97	N/1067
Denmark	ImedeenSynergy2	396619	26-okt-05	VR200504146
Spain	IMIDENE	397533	20-maj-59	343391
International Registration	STRIX	396901	10-mar-04	IR836265
Switzerland	STRIX	397464	10-mar-04	IR836265
Armenia	STRIX IN CYRILLIC	396222	23-mar-04	IR828410
Azerbaijan	STRIX IN CYRILLIC	396276	23-mar-04	IR828410
Belarus	STRIX IN CYRILLIC	396300	23-mar-04	IR828410
Georgia	STRIX IN CYRILLIC	396754	23-mar-04	IR828410
International Registration	STRIX IN CYRILLIC	396911	23-mar-04	IR828410
Russian Federation	STRIX IN CYRILLIC	397393	23-mar-04	IR828410
Turkmenistan	STRIX IN CYRILLIC	397631	23-mar-04	IR828410
Argentina	Systemic Skin Solution	396202	26-dec-05	2.059.348
Peru	Ferrosan med bølgefigur (fig)	397299	29-apr-99	54636
South Africa	Ferrosan med bølgefigur (fig)	397417	07-jun-99	1999/09966
Singapore	Ferrosan med bølgefigur (fig)	397483	18-jul-97	T97/08623F
Uruguay	Ferrosan med bølgefigur (fig)	397725	22-okt-01	307,427
Argentina	Ferrosan med bølgefigur (fig)	396205	23-sep-99	2393546
Australia	Ferrosan med bølgefigur (fig)	396231	04-jul-97	738,487
Venezuela	Ferrosan med bølgefigur (fig)	397748	28-jun-02	P239003
Bolivia	Ferrosan med bølgefigur (fig)	396319	30-jan-01	79342-A
Brazil	Ferrosan med bølgefigur (fig)	398331	29-jun-10	820171581
Canada	Ferrosan med bølgefigur (fig)	396362	23-okt-96	502 710
Colombia	Ferrosan med bølgefigur (fig)	396434	13-sep-99	220656
Dominican Republic	Ferrosan med bølgefigur (fig)	396646	15-nov-98	100693
Japan	Ferrosan med bølgefigur (fig)	396972	26-mar-99	4256064
Japan	Ferrosan med bølgefigur (fig)	396973	30-jun-00	4396652
Mexico	Ferrosan med bølgefigur (fig)	397133	30-okt-97	561680
New Zealand	Ferrosan med bølgefigur (fig)	397182	19-aug-97	281177
Denmark	BIOMARE	396514	05-jul-91	VR199104027
Hong Kong	BØLGE DESIGN	396802	20-jun-97	800110/1999

Ecuador

BØLGE DESIGN

396553 30-nov-00

8554-00

EXHIBIT A(II)

CONTRACTS

The Contracts means all the Seller's contracts, including but not limited to the contracts set out below.

- Sole Distribution Agreement between IME Interned Enterprises A.S and Hälsoprodukter Forserum AB. (Regarding Imeeden.)
- Overdragelseaftale between Hälsoprodukter Forserum AB and Ferrosan A/S
- Licensaftale between Hälsoprodukter Forserum AB and Ferrosan A/S (Regarding the right to use the trademark Imeeden)
- Amendment Agreement to Licensaftale between Hälsoprodukter Forserum AB and Ferrosan A/S

EXHIBIT A(III)

LIABILITIES

The Liabilities means the liabilities set out below.

The liabilities that according to Swedish GAAP shall be included under the items in the attached balance sheet, where the word "Included" is stated next to such item, provided that such liability actually is taken into account when calculating the Purchase Price.

EXHIBIT E(II)

EXCLUDED ASSETS

The Excluded Assets means the assets set out below.

All assets that according to Swedish GAAP shall be included under the items in the attached balance sheet where the word "Excluded" is stated next to such item.

