

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DR. REDDY'S LABORATORIES LIMITED		04/11/2017	Corporation: INDIA
RECEIVING PARTY DATA			
Name:	Nestlé Skin Health S.A.		
Street Address:	Avenue Gratta-Paille 2		
City:	Lausanne		
State/Country:	SWITZERLAND		
Postal Code:	1018		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86454788	ZENAVOD	
CORRESPONDENCE DATA			
Fax Number:	6463495567		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9177799967		
Email:	mlombard@lombardip.com		
Correspondent Name:	G MATHEW LOMBARD		
Address Line 1:	305 BROADWAY		
Address Line 2:	7 FL		
Address Line 4:	NEW YORK, NEW YORK 10007		
DOMESTIC REPRESENTATIVE			
Name:	G MATHEW LOMBARD		
Address Line 1:	305 BROADWAY		
Address Line 2:	7 FL		
Address Line 4:	NEW YORK, NEW YORK 10007		
NAME OF SUBMITTER:	G. Mathew Lombard		
SIGNATURE:	/g mathew lombard/		
DATE SIGNED:	05/12/2017		

OP \$40.00 86454788

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 8, 2017, is made by Dr. Reddy's Laboratories Ltd. ("Seller"), a company established under the laws of India through its FTO Division have developed an Unit approved in the SEZ sector located at and having address as SEZ - Process unit – 1, Devunipalavalasa Village, Ranasthalam Mandal, Srikakulam District, Andhra Pradesh, 532 409, India, in favor of Nestlé Skin Health SA ("Buyer"), a Swiss corporation, located at Avenue Gratta Paille 2, 1018 Lausanne, Switzerland, the purchaser of certain assets of Seller pursuant to an Asset Purchase and License Agreement between Buyer and Seller, dated as of April 11, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, all of its right, title and interest in and to the Transferred Intellectual Property, as such terms are defined in the Asset Purchase Agreement, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (e) any and all claims and causes of action, with respect to any of the foregoing, to the extent such claims and causes of action accrue after the date hereof,

including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

DR. REDDY'S LABORATORIES LTD.

By: _____

Name: _____

Title: _____

Address for Notices:

Dr. Reddy's Laboratories Limited

SEZ - Process unit - 1

Devunipalavalasa Village

Ranastharam Mandal, Srikakulam District

Andhra Pradesh, 532 409, India

Attention: General Counsel





AGREED TO AND ACCEPTED:

NESTLÉ SKIN HEALTH SA

By: _____

Name: _____

Title: _____

Address for Notices:

Galderma Laboratories, L.P.

14501 North Freeway

Fort Worth, Texas 76177

Attention: General Counsel

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

DR. REDDY'S LABORATORIES LTD.

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

NESTLÉ SKIN HEALTH SA

By: _____

Name:

Title:

Address for Notices:

Christian MATTON
Vice-President &
Corporate General Counsel

SCHEDULES

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Application/ Publication no	Grant Information
5805/CHE/2014 filed on Nov 19, 2014	NA
14/946715 filed on Nov 19, 2015	US 9,532,996 granted on Jan 3, 2017
PCT/IB2015/002337 filed on Nov 19, 2015 (published as WO2016/079590A1)	NA
U.S. Application No. 15/539,292	

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. ZENAVOD:

Details:

Word Mark	ZENAVOD
Goods and Services	IC 005. US 006 018 044 046 051 052. G & S: Pharmaceutical preparations for use in dermatology
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86454788
Filing Date	November 14, 2014
Current Basis	1B
Original Filing Basis	1B
Published for Opposition	April 21, 2015
Owner	(APPLICANT) Promius Pharma, LLC LIMITED LIABILITY COMPANY DELAWARE 107 College Road East Princeton NEW JERSEY 08540
Attorney of Record	Peter M. Ferrell III
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None