

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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|------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|-----------------------|--|

|                          |          |                |             |
|--------------------------|----------|----------------|-------------|
| CONVEYING PARTY DATA     |          |                |             |
| Name                     | Formerly | Execution Date | Entity Type |
| LABORATOIRE MEDIDOM S.A. |          | 12/11/2003     | COMPANY:    |

|                      |   |
|----------------------|---|
| RECEIVING PARTY DATA |   |
| Name:                | A.B.T. ADVANCED BIOLOGICAL TECHNOLOGY LIMITED |
| Street Address:      | 57 Dame Street                                |
| City:                | Dublin  |
| State/Country:       | IRELAND                                       |
| Postal Code:         | 2   |
| Entity Type:         | COMPANY:                                      |

|                           |          |            |
|---------------------------|----------|------------|
| PROPERTY NUMBERS Total: 1 |          |            |
| Property Type             | Number   | Word Mark  |
| Serial Number:            | 76538206 | VISCONTOUR |

|  |                                    |
|--|------------------------------------|
| CORRESPONDENCE DATA  |                                    |
| Fax Number:  | (908)231-2626                      |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                    |
| Phone:   | 908-231-3180                       |
| Email:   | susan.chwatmyers@aventis.com       |
| Correspondent Name:  | Margaret H. Bitler                 |
| Address Line 1:  | Rt. 202-206 N / P.O. Box 6800      |
| Address Line 2:  | (Mail Stop: BW-D-335)              |
| Address Line 4:  | Bridgewater, NEW JERSEY 08807-0800 |

|                         |       |
|-------------------------|-------|
| ATTORNEY DOCKET NUMBER: | A4424 |
|-------------------------|-------|

|                         |                                    |
|-------------------------|------------------------------------|
| DOMESTIC REPRESENTATIVE |                                    |
| Name:                   | Margaret H. Bitler                 |
| Address Line 1:         | Route #202-206 North/P.O. Box 6800 |
| Address Line 2:         | (Mail Stop: BW-D-335)              |
| Address Line 4:         | Bridgewater, NEW JERSEY 08807-0800 |

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NAME OF SUBMITTER:

Margaret H. Bitler

**Total Attachments: 5**

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**TRADEMARKS ASSIGNMENT AND USE AGREEMENT**

between

**LABORATOIRE MEDIDOM S.A. (Switzerland)**

and

**A.B.T. ADVANCED BIOLOGICAL TECHNOLOGY LIMITED (Ireland)**

TRADEMARK : VISCONTOUR™

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**AGREEMENT**

This Agreement is made in 2 (two) originals in the English language, the 11<sup>th</sup> day of December 2003 (EFFECTIVE DATE).

by and between

**LABORATOIRE MEDIDOM S.A.**, a Swiss company registered in Switzerland and having its legal registered office at 24 avenue de Champel, 1211 GENEVA 12, Switzerland, represented herein by its President, Dr. Guido Di Napoli, (hereinafter referred to as "ASSIGNOR")

and

**A.B.T. ADVANCED BIOLOGICAL TECHNOLOGY LIMITED**, an Irish company registered in Ireland with n° 152 364 and having its legal registered office at 57 Dame Street DUBLIN 2 Ireland (hereinafter referred to as "ASSIGNEE"),

(ASSIGNOR and ASSIGNEE collectively also called "parties" or in an individual meaning also called "party").

**WITNESSETH :**

- A. WHEREAS, ASSIGNOR is the applicant and the sole proprietor of the trademark "VISCONTOUR"<sup>TM</sup> registered and/or applied for in International Class 5 ("Pharmaceutical products and substances for skin and tissue care") in several countries of the world as described in **EXHIBIT A** (hereinafter referred to as "TRADEMARKS"); and
- B. WHEREAS, ASSIGNOR wishes to assign the TRADEMARKS to ASSIGNEE and ASSIGNEE is willing to receive said assignment of the TRADEMARKS; and
- C. WHEREAS, simultaneously to the assignment of the TRADEMARKS by ASSIGNOR to ASSIGNEE, ASSIGNOR undertakes to grant free of charge to ASSIGNEE and/or to its partners the exclusive, perpetual, worldwide and irrevocable right to use the TRADEMARKS.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, ASSIGNOR and ASSIGNEE agree as follows :

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1. **TRADEMARKS ASSIGNMENT**

- 1.1 ASSIGNOR does hereby irrevocably assign and transfer to ASSIGNEE and ASSIGNEE hereby accepts and assumes from ASSIGNOR, together with the part of the concerned goodwill, if any, all the rights, obligations, title and interest in and to the TRADEMARKS.
- 1.2 ASSIGNOR shall perform all the necessary actions and complete all the administration documents for the transfer of the TRADEMARKS to PURCHASER or to any third party designated by PURCHASER.
- 1.3 ASSIGNEE does hereby declare that it accepts such assignment of the TRADEMARKS.
- 1.4 ASSIGNEE undertakes to pay all the relevant administrative and legal fee related to this assignment as well as all the fees related to the TRADEMARKS necessary to keep its registration in force.

2. **GRANT OF USE**

- 2.1 Simultaneously to the above described assignment, ASSIGNOR hereby grants to ASSIGNEE and/or to its partners the exclusive and irrevocable right to use the TRADEMARKS in order to identify the products described in the respective trademark application and/or registration.
- 2.2 The duration of use of the TRADEMARKS by ASSIGNEE and/or its partners shall be perpetual and worldwide.

3. **PRICE OF THE TRADEMARKS**

- 3.1 ASSIGNEE hereby agrees to pay to ASSIGNOR for the TRADEMARKS' assignment as well as for the exclusive right of use of the same, a global amount of money which has been fixed in a separate side-letter. The terms and conditions of payment are also established in said side-letter. ASSIGNEE and ASSIGNOR herewith confirm that they have agreed on such global amount of money and the terms and conditions of payment in a separate side letter.

4. **REPRESENTATIONS AND WARRANTIES**

- 4.1 ASSIGNOR hereby represents and warrants to ASSIGNEE, as of the execution date, that:
- a. ASSIGNOR owns all right, title and interest in and to the TRADEMARKS and the rights granted hereunder, free and clear of any and all liens, encumbrances, claims, mortgages, security interests, charges, licenses or restrictions; and

- b. There are no liabilities of the ASSIGNOR or related to the TRADEMARKS, and to the best of ASSIGNOR's knowledge there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any such liabilities.

5. **ASSIGNMENT**

- 5.1 ASSIGNEE is entitled to assign and/or sublicense and/or transfer the TRADEMARKS and/or the rights acquired under this Agreement, without ASSIGNOR's prior written consent.

6. **COMPETENT JURISDICTION**

- 6.1. This Agreement shall be deemed to have been made in Geneva, Switzerland, and its form, execution, validity, construction and effect shall be determined in accordance with the laws of Switzerland.
- 6.2 Any dispute arising out of or in connection with the present Agreement shall be settled by the Courts of Geneva, Switzerland.

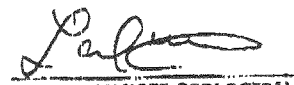
7. **SOLE UNDERSTANDING**

- 7.1 This Agreement supersedes and cancels any and all previous agreements, understandings or negotiations, whether oral or written, between the parties relating to the TRADEMARKS and expresses the complete and final agreement of the parties in respect hereof.

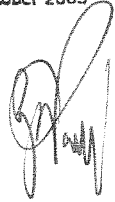
IN WITNESS WHEREOF the parties hereto, through their authorized officers, have executed this Agreement as of the date first above written.

  
 LABORATOIRE MEDIDOM S.A.  
 Dr. Guido Di Napoli  
 President

Date: 10<sup>th</sup> October 2003  
Place: Geneva

  
 A.B.T. ADVANCED BIOLOGICAL  
 TECHNOLOGY LIMITED

By: Lisa Mutter  
Date: 10<sup>th</sup> October 2003  
Place: Dublin

Witnessed by: 

Witnessed by: 

**EXHIBIT A**  
**List of TRADEMARK REGISTRATIONS**

| Country                 | Filing n° and date              | Publication date                          | Registration n° and date   | Class | Renewal / Status |
|-------------------------|---------------------------------|---|----------------------------|-------|------------------|
| Australia               | Applied                         |   |                            | 5     |                  |
| Austria                 | N° 752 356<br>Aug. 13, 2003     | Gazette OMPI<br>18/2003                   |                            | 5     |                  |
| Benelux                 | N° 752 356<br>Feb. 26, 2001     | Gazette OMPI<br>24/2002                   | n° 752 356<br>Dec. 2, 2002 | 5     |                  |
| Brazil                  | 20 August 2003<br>825764890     | N° 1708 of<br>30 Sept. 2003               |                            | 5     |                  |
| Canada                  | n° 1, 186,825<br>18 August 2003 |   |                            | 5     |                  |
| China                   | N° 752 356<br>Aug. 13, 2003     | Gazette OMPI<br>18/2003                   |                            | 5     |                  |
| Denmark                 | N° 752 356<br>Aug. 13, 2003     | Gazette OMPI<br>18/2003                   |                            | 5     |                  |
| France                  | N° 752 356<br>Feb. 26, 2001     | Gazette OMPI<br>24/2002                   | n° 752 356<br>Dec. 2, 2002 | 5     |                  |
| Germany<br>through OMPI | N° 752 356<br>Feb. 26, 2001     | N° 752 356 Effective<br>date Aug 12, 2002 | n° 752 356<br>Dec. 2, 2002 | 5     | Feb. 26, 2011    |
| Italy                   | N° 752 356<br>Feb. 26, 2001     | Gazette OMPI<br>24/2002                   | n° 752 356<br>Dec. 2, 2002 | 5     |                  |
| Japan                   | Applied                         |   |                            | 5     |                  |
| Norway                  | N° 752 356<br>Aug. 13, 2003     | Gazette OMPI<br>18/2003                   |                            | 5     |                  |
| Poland                  | N° 752 356<br>Aug. 13, 2003     | Gazette OMPI<br>18/2003                   |                            | 5     |                  |
| Portugal                | N° 752 356<br>Aug. 13, 2003     | Gazette OMPI<br>18/2003                   |                            | 5     |                  |
| Russia                  | N° 752 356<br>Aug. 13, 2003     | Gazette OMPI<br>18/2003                   |                            | 5     |                  |
| Spain                   | N° 752 356<br>Feb. 26, 2001     | Gazette OMPI<br>24/2002                   | n° 752 356<br>Dec. 2, 2002 | 5     |                  |
| Sweden                  | N° 752 356<br>Aug. 13, 2003     | Gazette OMPI<br>18/2003                   |                            | 5     |                  |
| Switzerland             | 1074/2001<br>Febr 2, 2001       | March 26, 2001                            | N° 482016<br>Feb 26, 2001  | 5     | Feb. 1, 2011     |
| Thailand                | 20 August 2003<br>n° 527592     |   |                            | 5     |                  |
| Ukraine                 | Applied                         |   |                            | 5     |                  |
| United Kingdom          | N° 752 356 Aug<br>13, 2003      | Gazette OMPI<br>18/2003                   |                            | 5     |                  |
| USA                     | n° 76/538,206<br>18 Aug. 2003   |   |                            | 5     |                  |

ABT 2 Viscontour trademark assign & use.doc final

*Signature*