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
OGEKOS		12/24/1998	CORPORATION: FRANCE

RECEIVING PARTY DATA

Name:	LABORATOIRE BIODERMA		
Street Address:	75 Cours Albert Thomas		
City:	Lyon		
State/Country:	FRANCE		
Postal Code:	69003		
Entity Type:	CORPORATION: FRANCE		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2396948	ATODERM
Registration Number:	2274654	NODE
Registration Number:	2380537	PHOTODERM
Registration Number:	2328561	SEBIUM
Registration Number:	2276200	SENSIBIO

CORRESPONDENCE DATA

Fax Number: (609)924-3036

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 609-924-8555

Email: mselinka@mathewslaw.com
Correspondent Name: Brooks R. Bruneau, Esq.

Address Line 1: Mathews, Shepherd, McKay & Bruneau, P.A.

Address Line 2: 100 Thanet Circle, Suite 306

Address Line 4: Princeton, NEW JERSEY 08540

DOMESTIC REPRESENTATIVE

TRADEMARK
REEL: 003108 FRAME: 0678

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Name: Brooks R. Bruneau, Esq.
Address Line 1: Mathews, Shepherd, McKay & Bruneau, P.A.
Address Line 2: 100 Thanet Circle, Suite 306
Address Line 4: Princeton, NEW JERSEY 08540

NAME OF SUBMITTER: Moira J. Selinka

Signature: /Moira J. Selinka/

Date: 06/22/2005

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into this 24th day of December 1998, by OGEKOS, a corporation organized under the laws of France ("Seller"), in favour of LABORATOIRE: BIODERMA a corporation organized under the laws of France ("Purchaser'), having its principal place of business, 75 Cours Albert Thomas, 69003 Lyon, France;

WHEREAS, Seller is the owner of the entire right, title and interest in and to the Intellectual Property Rights as defined hereafter:

TRADEMARK	FILING NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION. DATE
ATODERM	75 586 815	12/11/1998	2 396 948	24/10/2000
NODE	75 585 048	09/11/1998	2 274 654	31/08/1999
PHOTODERM	75 585 105	09/11/1998	2 380 537	29/08/2000
SEBIUM	75 585 100	09/11/1998	2 328 561	14/03/2000
SENSIBIO	75 585 101	09/11/1998	2 276 200	07/09/1999

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

- 1. The Seller hereby assigns, transfers and conveys unto Purchaser all its right, title and interest in, to and under the Intellectual Property Rights, including, without limitation, the Trademarks listed in Schedule A hereto and the Applications and Registrations therefor, along with all the goodwill associated with said Trademarks, together with all Seller's rights to sue for past, present and future damages associated with infringements or misappropriations thereof (to the extent not previously exercised by the Seller) and to fully and entirely stand in the place of Seller in all matters related thereto.
- 2. Concurrently with the execution of this Intellectual Property Assignment, the Seller shall deliver the original papers, applications, and other official documents relating to all trademarks and other Intellectual Property Rights assigned under Section 1 above.
- 3. The Seller hereby represents and warrants that it either (i) is the owner of, with all right, title and interest in and to the Intellectual Property Rights free and clear of all Liens or (ii) has rights to use the Intellectual Property Rights pursuant to license, sublicense or other Contract.
- 4. From time to time after the date hereof, Seller will execute and deliver, or cause its affiliates to execute and deliver, to Purchaser such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, and other instruments as may be reasonably requested by Purchaser or its counsel in order to vest in Purchaser all right, title and interest of Seller in and to the Intellectual Property Rights and otherwise in order to carry out the purpose and intent of this Intellectual Property Assignment.
- 5. Seller has not executed and will not execute any agreement or other instrument in conflict herewith.

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6. Seller hereby covenants and agrees that it shall cease and refrain from all use of all rights, title, and interests assigned under Section 1 above in all countries of the world as of the date hereof except to the extent permitted by the Asset Purchase Agreement.

In testimony whereof, the Seller has signed below, by its duly authorized legal representative, effective this 24th day of December 1998.

OGEKOS

By:_____s
Name:

Title:

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RECORDED: 06/22/2005