

TRADEMARK ASSIGNMENT

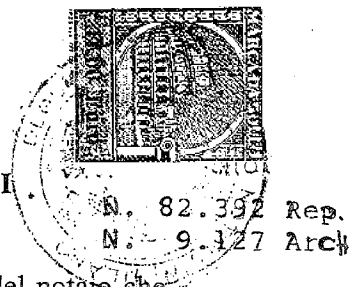
Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zambon S.p.A.		12/23/2004	CORPORATION: ITALY
RECEIVING PARTY DATA			
Name:	Zambon Group S.p.A.		
Street Address:	via della Chimica, 9		
City:	Vicenza		
State/Country:	ITALY		
Entity Type:	CORPORATION: ITALY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2781812	FLUIMUCIL	
CORRESPONDENCE DATA			
Fax Number:	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-413-3000		
Email:	tmdocket@oblon.com		
Correspondent Name:	Jeffrey H. Kaufman		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	210850US33		
DOMESTIC REPRESENTATIVE			
Name:	Jeffrey H. Kaufman		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	Jeffrey H. Kaufman		

CH \$40.00 2781812

Signature:	/Jeffrey H. Kaufman/
Date:	09/29/2007
Total Attachments: 15 source=3170-001#page1.tif source=3170-001#page2.tif source=3170-001#page3.tif source=3170-001#page4.tif source=3170-001#page5.tif source=3170-001#page6.tif source=3170-001#page7.tif source=3170-001#page8.tif source=3170-001#page9.tif source=3170-001#page10.tif source=3170-001#page11.tif source=3170-001#page12.tif source=3170-001#page13.tif source=3170-001#page14.tif source=3170-001#page15.tif	

CONTRATTO DI CESSIONE DI MARCHI E BREVETTI



Con il presente atto stipulato in data 23/12/2004 e depositato negli atti del notaio che autentica le sottoscrizioni

Tra

Zambon S.p.A. con sede legale in Vicenza, via della Chimica, 9, capitale sociale di € 16.622.820,00 interamente versato, iscritta nel Registro delle Imprese di Vicenza n. 01690280159, Partita I.V.A. 00714930245 rappresentata dalla Dr.ssa Margherita Zambon, munito degli occorrenti poteri in qualità di Presidente (il "Venditore")

- da una parte

e

Zambon Group S.p.A., con sede legale in Vicenza, via della Chimica, 9, capitale sociale di € 18.957840,00 interamente versato, iscritta al Registro delle Imprese di Vicenza n. 9891 (Trib. di Vicenza), Partita I.V.A. 00691950240, rappresentata dal Dr. Roberto Rettani, munito degli occorrenti poteri in qualità di Amministratore Delegato (l' "Acquirente" e, unitamente al Venditore, "Parti")

- dall'altra parte

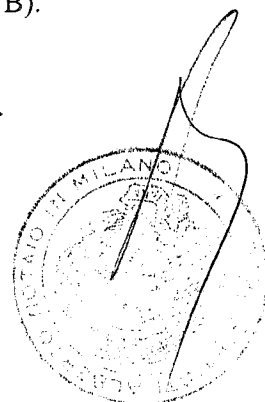
PREMESSO CHE

1. il Venditore è titolare:
 - a. dei brevetti per invenzione industriale il cui elenco è allegato al presente contratto (Allegato A).
 - b. dei marchi d'impresa il cui elenco è allegato al presente contratto (Allegato B).
(di seguito, le "Privative").
2. l'Acquirente è interessato ad acquistare la titolarità e la proprietà delle Privative.

Tutto ciò premesso, le Parti

CONVENGONO E STIPULANO

quanto segue.



Art. 1) Premesse e allegati

Le premesse di cui sopra, l'Allegato A (Elenco dei brevetti) e l'Allegato B (Elenco dei

- (c) che non sono in corso controversie in via giudiziaria o amministrativa che possano influire sulla validità delle Privative e il Venditore non è al corrente di circostanze che lo inducano a ritenere che tali controversie giudiziarie o amministrative siano ragionevolmente prevedibili;
- (d) che, per quanto a conoscenza del Venditore, non risultano violazioni delle Privative da parte di terzi, né esistono altre circostanze che possano influire negativamente o risultare limitative o ostative al libero sfruttamento delle Privative da parte dell'Acquirente.

Art. 5) – Registrazione e trascrizione

La registrazione e la trascrizione del presente contratto presso l'Ufficio Italiano Marchi e Brevetti saranno effettuate a cura dell'Acquirente.

Il Venditore presterà all'Acquirente ogni migliore collaborazione ai fini dell'espletamento delle formalità di voltura delle Privative a nome dell'Acquirente.

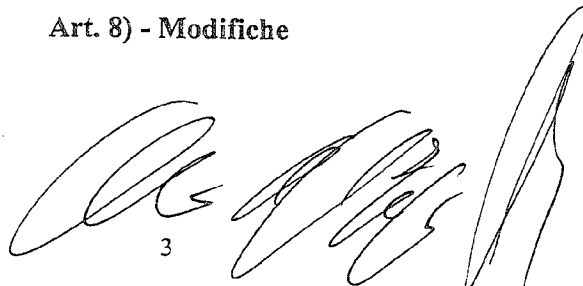
Art. 6) – Costi e tasse

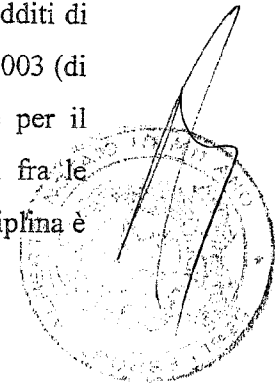
Tutti i costi derivanti dal, o connessi con, il presente contratto, compresi quelli notarili, di registrazione e trascrizione, sono a carico dell'Acquirente.

Art. 7) – Neutralità fiscale

Secondo quanto previsto dall'articolo 123 del Testo Unico delle Imposte sui Redditi di cui al D.P.R. 22 dicembre 1986, n. 917, come modificato dal D.Lgs. n. 344 del 2003 (di seguito "TUIR"), le parti dichiarano di esercitare congiuntamente l'opzione per il regime di neutralità fiscale previsto per i trasferimenti infragruppo effettuati fra le società che esercitano l'opzione per il Consolidato Fiscale Nazionale, la cui disciplina è contenuta nella Sezione II, Capo II del Titolo II, articoli da 117 a 129 del TUIR.

Art. 8) - Modifiche

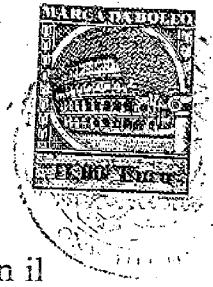

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N. 82.392 di Repertorio

N. 9.127 di Archivio



AUTENTICAZIONE DI FIRMA

Senza l'assistenza dei testimoni, avendovi le parti d'accordo fra loro e con il mio consenso rinunciato, certifico io sottoscritto Dottor Alberto Degli Esposti, Notaio in Milano, iscritto presso il Collegio Notarile di questa città, vera e autentica la firma dei Signori:

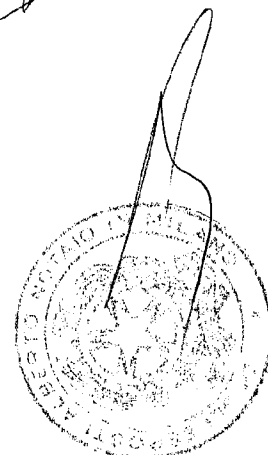
- **MARGHERITA ZAMBON** nata a Vicenza il 4 novembre 1960, domiciliata per la carica presso la sede sociale, Amministratrice di Società, non in proprio ma quale Presidente del Consiglio di Amministrazione della Società "**ZAMBON S.p.A.**", con sede in Vicenza, Via della Chimica n. 9 ed in legale rappresentanza della stessa;

- **Dottor ROBERTO RETTANI** nato a Milano il 16 febbraio 1953, domiciliato per la carica presso la sede sociale, dirigente; non in proprio ma quale Amministratore Delegato della Società "**ZAMBON GROUP S.p.A.**", con sede in Vicenza, Via della Chimica n. 9, ed in legale rappresentanza della stessa;

della cui identità personale io Notaio sono certo, i quali si sottoscrissero alla mia presenza.

Milano, Via Manzoni n. 19, il 23

(ventitre) dicembre 2004 (duemilaquattro).



ZAMBON S.p.a.	C.1086++/A	GIAPPONE	2059047	04/04/2005	Naproxen
ZAMBON S.p.a.	C.1086++/A	USA	4697036	05/04/2005	Naproxen
ZAMBON S.p.a.	C.1086++/A	USA	4888433	05/04/2005	Naproxen
ZAMBON S.p.a.	C.1086++/A	GIAPPONE	2065965	06/04/2005	Naproxen
ZAMBON S.p.a.	C.1086++/A	COREA NORD	59440	06/04/2005	Naproxen
ZAMBON S.p.a.	C.1086++/A	GIAPPONE	2700023	06/04/2005	Naproxen
ZAMBON S.p.a.	C.1086++/A	USA	4810819	07/03/2006	Naproxen
ZAMBON S.p.a.	C.1086++/A	SPAGNA	542640	27/04/2007	Naproxen
ZAMBON S.p.a.	C.1086++/A	SPAGNA	554936	18/03/2008	Naproxen
ZAMBON S.p.a.	C.1086++/A	CANADA	1282410	02/04/2008	Naproxen
ZAMBON S.p.a.	C.1086++/A	CANADA	13189917	08/06/2010	Naproxen
ZAMBON S.p.a.	C.1108	USA	4748271	17/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	SVEZIA	EP206241	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	OLANDA	EP206241	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	LUSSEMBURGO	EP206241	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	ITALIA	20606/BE/89	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	GRAN BRETAGNA	EP206241	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	GERMANIA	P3662882.4	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	FRANCIA	EP206241	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	AUSTRIA	E42278	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	BELGIO	EP206241	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	SVIZZERA	EP206241	18/06/2006	Sulindac
ZAMBON S.p.a.	C.1108	GIAPPONE	2016561	19/06/2006	Sulindac
ZAMBON S.p.a.	C.1113	USA	4824970	31/07/2006	Naproxen
ZAMBON S.p.a.	C.1115	ITALIA	25169/BE/90	01/10/2006	Naproxen
ZAMBON S.p.a.	C.1115	USA	4764642	06/10/2006	Naproxen
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ZAMBON S.p.a.	C.1120	ITALIA	1190436	13/12/2005	Naproxen
ZAMBON S.p.a.	C.1120	USA	4973696	27/11/2007	Naproxen
ZAMBON S.p.a.	C.1134	ITALIA	21588/BE/91	16/07/2007	Naproxen
ZAMBON S.p.a.	C.1134	USA	4937379	30/07/2007	Naproxen
ZAMBON S.p.a.	C.1136	ITALIA	1198067	06/11/2006	Naproxen
ZAMBON S.p.a.	C.1137	FRANCIA	EP273316	18/12/2007	Naproxen
ZAMBON S.p.a.	C.1137	GERMANIA	P3786770.9	18/12/2007	Naproxen
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ZAMBON S.p.a.	C.1137	ITALIA	25608/BE/93	18/12/2007	Naproxen
ZAMBON S.p.a.	C.1137	OLANDA	EP273316	18/12/2007	Naproxen
ZAMBON S.p.a.	C.1137	SVIZZERA	EP273316	18/12/2007	Naproxen
ZAMBON S.p.a.	C.1137	AUSTRIA	E92027	18/12/2007	Naproxen
ZAMBON S.p.a.	C.1137	USA	4922009	23/12/2007	Naproxen
ZAMBON S.p.a.	C.1137	USA	5084569	28/01/2009	Naproxen
ZAMBON S.p.a.	F.1090/1	GERMANIA	P3573781.6	30/07/2005	Varie (farmac.)
ZAMBON S.p.a.	F.1090/1	GRAN BRETAGNA	EP190298	30/07/2005	Varie (farmac.)
ZAMBON S.p.a.	F.1090/1	SVEZIA	EP190298	30/07/2005	Varie (farmac.)
ZAMBON S.p.a.	F.1090/1	ITALIA	22775/BE/89	30/07/2005	Varie (farmac.)
ZAMBON S.p.a.	F.1090/1	FRANCIA	EP190298	30/07/2005	Varie (farmac.)
ZAMBON S.p.a.	F.1090/1	GIAPPONE	1853971	30/07/2005	Varie (farmac.)
ZAMBON S.p.a.	F.1090/1	USA	4766137	23/08/2005	Varie (farmac.)
ZAMBON S.p.a.	F.1090/1	CANADA	1246583	13/12/2005	Varie (farmac.)
ZAMBON S.p.a.	F.1090/1	CANADA	1261847	26/09/2006	Varie (farmac.)
ZAMBON S.p.a.	F.1099	USA	4772719	10/12/2005	Broxaterolo
ZAMBON S.p.a.	F.1099	GRAN BRETAGNA	EP207955	10/12/2005	Broxaterolo
ZAMBON S.p.a.	F.1099	GERMANIA	P3575922.4	10/12/2005	Broxaterolo
ZAMBON S.p.a.	F.1099	CANADA	1258860	29/08/2006	Broxaterolo
ZAMBON S.p.a.	F.1128	OLANDA	EP255164	09/07/2007	Varie (farmac.)
ZAMBON S.p.a.	F.1128	BELGIO	EP255164	09/07/2007	Varie (farmac.)
ZAMBON S.p.a.	F.1128	SPAGNA	EP255164	09/07/2007	Varie (farmac.)
ZAMBON S.p.a.	F.1128	FRANCIA	EP255164	09/07/2007	Varie (farmac.)

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REEL: 003631 FRAME: 0091

ALLEGATO B

Richio	Naz	Data Dep.	Num.Dep.	Data Reg.	Num.Reg.	Data Scad.
ANTHIOLO	INTERNAZIONALE	05/13/1986	10.890 D/86	06/09/1986	503,159	06/09/2006
ANTHIOLO	ITALIA	02/23/1996	1.853 MI96C	05/14/1998	747,452	03/04/2006
ANTHIOLO	ITALIA	07/27/2004				10/28/2014
ANTONIO	ITALIA	01/09/2001	153 MI2001C			01/25/2011
ANTONIO	SUD COREA	06/03/1996		01/10/1997		07/08/2006
ANTONIO	INDONESIA	01/06/1997	9.796 D	11/11/1997	404,347	01/06/2007
ANTONIO	ITALIA	06/24/2003	6.455 MI2003C			07/06/2013
ANTONIO	NIGERIA	01/10/1995		01/11/1995	27,519	01/11/2009
AURAN	ITALIA	04/09/2001	3.947 MI2001C			04/17/2011
OXYN	INTERNAZIONALE	06/29/2004				10/09/2004
OXYN	ITALIA	10/03/2003	9.648 MI2003C			10/28/2013
TERPIN	ITALIA	03/15/1995	2.645 MI95C	09/22/1997	724,790	04/20/2005
OXAMINA	ITALIA	03/15/1995	2.644 MI95C	09/22/1997	724,789	04/20/2005
IFILLINA	INTERNAZIONALE	02/07/2003	10.699 D/2003	02/16/2003	265,849	02/16/2013
IFILLINA	ITALIA	10/07/2002	9.669 MI2002C			10/17/2012
IOMAT	INTERNAZIONALE	09/21/1988	11.436 D/88	10/11/1988	349,952 R	10/11/2008
IOMAT	ITALIA	07/31/1998	7.881 MI98C	05/24/2001	845,989	09/03/2008
ITEN	ITALIA	08/29/2001	8.973 MI2001C			09/20/2011
ITEN-TRE	INTERNAZIONALE	06/05/2003	11.131 D/2003	06/10/2003	270,480	06/10/2013
NFACOR	ITALIA	03/06/2003	2.350 MI2003C			03/16/2013
NTUM	INDONESIA	07/07/1994	190,083	10/20/1995	347,635	01/09/2005
NTUM	ITALIA	03/20/2000	3.209 MI2000C			03/26/2010
TADIUR	ITALIA	11/14/2003	11.308 MI2003C			12/22/2013
VOREN	ITALIA	11/06/2003	10.918 MI2003C			11/20/2013
MOCHLORIN	ITALIA	05/28/1996	5.152 MI96C	05/19/1998	750,344	07/12/2006
MOCHLORINA	ITALIA	04/12/1995	3.810 MI95C	09/23/1997	725,810	04/20/2005
MPHOEDEIN	INTERNAZIONALE	11/16/1996		11/17/1996	196,654	11/17/2006
NERAN	BENELUX	03/19/2004	51,474	06/13/2004	402,030	06/13/2014
PTUREL	INTERNAZIONALE	05/17/1985	10.884 D/85	05/30/1985	494,453	05/30/2005
PTUREL	ITALIA	02/23/1995	1.853 MI95C	09/22/1997	724,097	03/13/2005
RDIOVETE	ITALIA	04/14/2000	4.514 MI2000C			04/26/2010
SMEN	ITALIA	07/24/1996	7.036 MI96C	12/18/1998	762,935	08/28/2006
STOCCHIOLO	BR	03/22/1967				
LOMICINA	ITALIA	05/22/1996	4.929 MI96C	05/19/1998	750,152	06/11/2006
INVECTOL	ITALIA	01/19/2001	632 MI2001C			02/23/2011
RONIUM	INTERNAZIONALE	09/20/1985	11.132 D/85	10/31/1985	498,208	10/31/2005
RONIUM	ITALIA	05/10/1995	4.721 MI95C	09/26/1997	726,611	05/17/2005
RTIMICINA	ITALIA	03/15/1995	2.648 MI95C	09/22/1997	724,793	04/20/2005
ATEG	INTERNAZIONALE	07/20/1991		07/21/1991	380,218 R	07/21/2011
NDROSIL	BOLIVIA	07/24/1997	7.454 RM	07/25/1997	51,575 A	07/25/2007
NDROSIL	COLOMBIA	10/13/2000	92.333.942	10/31/2000	60,852	12/27/2010
NDROSIL	COSTA RICA	02/29/2000		03/08/2000		05/17/2010
NDROSIL	ECUADOR	11/19/2002	38,237	02/11/2003	466-03-R	12/20/2012
NDROSIL	GRECIA	09/04/2003	30.967 R	12/11/2003	30,967	12/11/2013
NDROSIL	INDONESIA	06/28/1999	10.702 D/99	04/13/2000	444,581	01/08/2010
NDROSIL	INTERNAZIONALE	12/05/2003	11.747 D/2003	12/10/2003	277,291	12/10/2013
NDROSIL	ITALIA	06/24/2003	6.451 MI2003C			07/18/2013
NDROSIL	NIGERIA	11/28/2003	20,461	03/05/2004	20,461	03/05/2018
NDROSIL	PAKISTAN	07/26/1995	59.452 R	08/10/1995	59,452 R	08/10/2010
NDROSIL	SUD COREA	10/22/2000		10/23/2000	203,457	10/23/2010
NDROSIL	TAILANDIA	07/29/1995		07/30/1995	34,541	07/30/2005
NDROSIL	URUGUAY	11/18/1997		12/18/1997	299,730	11/18/2007
NDROSIL	VENEZUELA	07/09/1997	5.015/97	05/20/2003	53,304	07/10/2007
RMOVETE	ITALIA	03/15/1995	2.647 MI95C	09/22/1997	724,792	04/20/2005
BESULF	INTERNAZIONALE	11/16/1996		11/17/1996	196,655 R	11/17/2006

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UIMUCIL	BENELUX	11/30/2001		12/01/2001	306,908	11/30/2011
UIMUCIL	BOLIVIA	07/09/1999	40.105-A	08/09/1999	55.087-A	08/27/2009
UIMUCIL	COLOMBIA	10/26/2000	92.333.319	10/31/2000	60,854	12/27/2010
UIMUCIL	COSTA RICA	03/19/2002	35.784 R	01/20/2004	35,784	06/01/2012
UIMUCIL	DOMINICANA	04/12/2002		05/14/2002	15,611	04/12/2012
UIMUCIL	ECUADOR	09/15/2003	42,433	03/15/2004	363-R	10/16/2013
UIMUCIL	EL SALVADOR	06/29/2004				10/10/2014
UIMUCIL	ESTONIA	09/25/2002	11.784 R	10/01/2002	11,784	10/01/2012
UIMUCIL	FILIPPINE	05/18/1994	92,737	11/15/1996	63,901	11/15/2016
UIMUCIL	FINLANDIA	09/19/1997		09/20/1997	51,062	09/20/2007
UIMUCIL	GIORDANIA	05/17/1992		05/18/1992	11,003	05/18/2006
UIMUCIL	GRAN BRETAGNA	12/18/1991	969,220	12/19/1991	969,220	12/18/2005
UIMUCIL	GRECIA	02/07/1997		02/08/1997	36,914	02/07/2007
UIMUCIL	GUATEMALA	06/17/1999		09/27/1999	21,198	09/15/2009
UIMUCIL	INDONESIA	09/16/1996	9.619.826	09/17/1997	390,770	04/07/2007
UIMUCIL	INTERNAZIONALE	11/04/1994	11.360 MI94D	02/03/1995	631,379	02/03/2015
UIMUCIL	INTERNAZIONALE	09/23/2004				01/23/2005
UIMUCIL	INTERNAZIONALE	07/27/2004				11/17/2004
UIMUCIL	ITALIA	05/20/2004	5.127 MI2004C			05/25/2014
UIMUCIL	LETTONIA	06/17/2003	16.533 RM	06/17/2003	16.533 M	06/10/2013
UIMUCIL	LIBANO	06/02/2004	14,623	06/02/2004	98,181	05/15/2019
UIMUCIL	LITUANIA	06/18/2003	12.387 R	11/27/2003	12,387	07/16/2013
UIMUCIL	NICARAGUA	12/15/2000		12/16/2000	23,733	12/16/2010
UIMUCIL	PAKISTAN	08/09/1995		08/10/1995	59,454	08/10/2010
UIMUCIL	PANAMA	07/11/1995	76,313	10/07/1996	76,313	10/07/2006
UIMUCIL	PARAGUAY	04/23/1997	7,739	09/04/1998	206,483	05/29/2007
UIMUCIL	SIRIA	10/24/1996	155.930-796-12	11/19/1996	17,648	12/27/2006
UIMUCIL	SUD COREA	12/12/1994	50.761/94	02/16/1996	333,931	02/16/2006
UIMUCIL	TAIWAN	05/31/1996		06/01/1996	82,083	06/01/2006
UIMUCIL	TURCHIA	10/14/2001	129.658 R	10/14/2001	129,658	10/14/2011
UIMUCIL	USA	07/05/2001	72.472/78	11/11/2003	2.781.812	11/11/2013
UIMUCIL	VENEZUELA	07/13/2000	5,587			06/03/2010
UIMUCIL (carattere)	FED. RUSSA	01/15/2004	2.004.700.503			01/15/2014
UIMUCIL (carattere)	UCRAINA	12/23/2003	20.0031.213.326			12/23/2013
UIMUCIL A	GRECIA	01/16/2003		01/17/2003	49,908	02/14/2013
UIMUCIL ANTIBIOTICI	ECUADOR	09/15/2003	42,431	03/15/2004	361	10/16/2013
UIMUCIL ANTIBIOTICI	UCRAINA	12/23/2003				12/23/2013
UIMUCIL ANTIBIOTICI	FED. RUSSA	01/15/2004	2.004.700.501			01/15/2014
UIMUCIL ANTIBIOTICI	INTERNAZIONALE	03/15/1971	10.809 D/71	05/06/1991	378.111 R	05/06/2011
UIMUCIL ANTIBIOTICI	ITALIA	01/09/2001	155 MI2001C			01/26/2011
UIMUCIL ANTIBIOTICI	NIGEIRA	09/02/2001		09/03/2001	24,917	09/03/2011
UIMUCIL ANTIBIOTICI	INTERNAZIONALE	06/19/1990		06/20/1990	369.413 R	06/20/2010
UIMUCIL ANTIBIOTICI	ITALIA	03/13/2000	2.832 MI2000C			03/17/2010
UIMUCOL	INTERNAZIONALE	03/25/1997		03/26/1997	429.465 R	03/26/2007
UIMUCOL	ITALIA	09/30/1996	8.458 MI96C	12/21/1998	764,230	11/24/2006
UIMUQUIL	ITALIA	10/08/2004	9.944 MI2004C			09/10/2014
UIMIQUIL	ITALIA	07/30/2004	7.985 MI2004C			08/03/2014
UIMIQUIL	INTERNAZIONALE	11/09/2004				01/28/2005
UMUCIL	VENEZUELA	05/22/1991	81,931	05/05/1995	81,931	06/16/2006
USFOBIOTIC	COLOMBIA	08/30/1998	15,250	07/30/1999	109,267	08/30/2008
USFOCILINA	COLOMBIA	12/07/1979	187,347	11/26/1990	137,935	11/26/2005
USFOCIBIOLINA	BR	03/07/1979				
JLTREXIN	BENELUX	08/31/2004	108,931			12/31/2014
JLTREXIN	COSTA RICA	11/04/2003	38.128 R			12/03/2013
JLTREXIN	ECUADOR	01/09/2003	39,103	02/11/2003	1,331	03/04/2013
JLTREXIN	GUATEMALA	12/07/1998		12/08/1998	20,219	12/08/2008

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INURIL	INDONESIA	07/08/1996	213,506	05/09/1997	386,194	01/16/2007
INURIL	ITALIA	04/08/2003	3.757	MI2003C		04/12/2013
INURIL	SUD COREA	08/02/1990	23,103	01/14/1992	230,669	01/14/2002
IXIPAN	ITALIA	07/29/1999	8,041	MI99C	04/01/2003	886,670
IXIPRIM	ITALIA	04/09/2001	3.949	MI2001C		04/15/2011
ICOCIL	GRAN BRETAGNA	04/18/2003	1.178.182	05/30/2003	1.178.182	07/09/2013
ICOCIL	INTERNAZIONALE	03/25/1997		03/26/1997	429.466	R 03/26/2007
ICOCIL	ITALIA	09/30/1996	8.459	MI96C	12/21/1998	764,231
COCHLORIN	ITALIA	04/21/2000	4.802	MI2000C		05/04/2010
COCHLORIN	TAILANDIA	12/03/2001	474,028	05/04/2002	153.964	TM 12/26/2011
COSTREP	ITALIA	11/03/1995	10.926	MI95C	02/09/1999	732,116
O-METANTYL	ITALIA	04/12/1995	3.811	MI95C	09/23/1997	725,811
SCREAL	INTERNAZIONALE	06/29/2004				10/19/2004
FURYL	ITALIA	01/09/2001	154	MI2001C		01/20/2011
FURYL	AFRICA DEL SUD	07/06/2000		07/07/2000	3.034/70	07/07/2010
FURYL ZAMBON	GRECIA	09/01/2004				01/20/2015
RMOPRES	INTERNAZIONALE	07/19/1985	11.039	D/85	10/04/1985	497,759
RMOPRES	ITALIA	05/30/1995	5.515	MI95C	09/26/1997	727,321
VOFUR	VENEZUELA	06/15/1996		06/16/1996		51,435
IVOTOSSIL	INTERNAZIONALE	03/06/2003	10.804	D/2003	03/18/2003	475,736
IVOTOSSIL	ITALIA	05/22/2002	5.191	MI2002C		06/18/2012
OVE CONFEZIONI	BENELUX	12/20/1996	108.958	R	06/03/1997	108,958
OVE CONFEZIONI	INDONESIA	05/17/2001	268,900	04/23/2002		506,491
OVE CONFEZIONI	INTERNAZIONALE	06/28/1986		06/29/1986	315.932	R 06/29/2006
OVE CONFEZIONI	ITALIA	02/02/1996	1.073	MI96C	05/14/1998	746,774
OVE CONFEZIONI	MESSICO	02/11/2000		10/23/2000		415,868
OVE CONFEZIONI	NIGERIA	01/28/2004				03/05/2018
OVE CONFEZIONI	TAILANDIA	11/11/1998	374,175	01/25/1999	85.849	TM 11/20/2008
OVE CONFEZIONI	TURCHIA	06/24/1998	88,458	08/18/1998		107,269
OVE CONFEZIONI	AFRICA DEL SUD	08/08/1998		08/09/1998	3.853/78	08/09/2008
IRDELIN	GRAN BRETAGNA	09/19/2000		09/20/2000		887,738
IRDELIN	INTERNAZIONALE	06/22/2004	11.329	D/2004	06/29/2004	285,682
IRDELIN	ITALIA	02/02/2004	902	MI2004C		02/04/2014
OZAMBON	BOLIVIA	01/31/2000	40.738	R-A	03/21/2001	57.442
OZAMBON	COSTA RICA	07/08/1999	29,804	07/09/1999		29,804
OZAMBON	ECUADOR	09/15/2003	42.432	03/15/2004		362
OZAMBON	GRECIA	10/22/2003	30,727	10/23/2003		30,727
OZAMBON	GUATEMALA	11/21/1997		11/22/1997		33,462
OZAMBON	HONG KONG	06/12/1998		06/13/1998	8.522/1995	06/13/2012
OZAMBON	INTERNAZIONALE	07/05/1967	5.776	D/67	10/03/1987	338.405
OZAMBON	ITALIA	05/29/2003	4.661	MI2003C		05/29/2013
OZAMBON	SUD COREA	05/08/1995	17.631/95	06/18/1996		341,349
OZAMBON	NIGERIA	11/28/2003	20,462	11/28/2003		20,462
OZAMBON	NICARAGUA	07/12/1996		07/13/1996		15,526
OZAMBON	PERU	01/23/2004	200,916	03/11/2004		23,803
OZAMBON	PAKISTAN	08/09/1995		08/10/1995		59,451
OZAMBON	PARAGUAY	02/11/2004	2,832	06/30/2004		269,118
OZAMBON	SINGAPORE	05/19/1995	4.433/95	05/19/1995	4.433/95	05/19/2005
OZAMBON	URUGUAY	01/09/1998	219,387	03/09/1998		301,677
OZAMBON	VENEZUELA	05/30/2000				07/09/2010
LMOFEN	INTERNAZIONALE	06/05/2003	11.130	D/2003	06/12/2003	270,521
LMOFEN	ITALIA	03/03/2003	2.156	MI2003C		03/09/2013
NOTIL	COLOMBIA	09/23/2003	92.290.415	09/24/2003		68,087
NOTILE	LIBANO	04/11/2002	50,110	04/11/2002		50,110
INTO BI	ITALIA	04/21/2000	4.801	MI2000C		03/11/2010
INTO BI DRY	ITALIA	09/14/2004	9.067	MI2004C		09/15/2014


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TRACEF	ITALIA	09/25/1998	9.227 MI98C	05/30/2001	847,347	11/24/2008
TRAMOX	ITALIA	09/25/1998	9.226 MI98C	05/30/2001	847,346	11/24/2008
TRAMPIL	ITALIA	10/06/1998	9.607 MI98C	08/23/2001	849,063	11/29/2008
FA	BR	05/11/1962				
FA	INTERNAZIONALE	05/21/1999	10.981 D/99	05/23/1999	220.409 R2	05/23/2009
FA	ITALIA	01/28/1999	786 MI99C	04/22/2002	863,716	02/09/2009
FA SET	ITALIA	09/27/1996	8.409 MI96C	12/21/1998	764,183	11/17/2006
FACOL	ITALIA	04/30/1997	3.970 MI97C	09/27/1999	790,290	06/13/2007
FADURYN	BENELUX	09/11/1998		09/12/1998	354,017	09/11/2008
FADYN	BOLIVIA	07/27/1998	39.157-A R	08/14/1998	53.269-A	12/04/2008
FADYN	COSTA RICA	11/17/2000		11/18/2000	32,487	11/18/2010
FADYN	DOMINICANA	07/20/1996		07/21/1996	14,981	07/21/2006
FADYN	ECUADOR	10/14/2003	42,740	04/22/2004	800	11/23/2013
FADYN	FINLANDIA	11/20/1997		11/21/1997	66,860	11/21/2007
FADYN	GRECIA	05/18/1995		05/19/1995	33,351	05/19/2005
FADYN	GUATEMALA	02/23/1996		02/24/1996	16,640	02/24/2006
FADYN	INDONESIA	06/28/1999	10.701 D99	04/13/2000	444,580	01/08/2010
FADYN	INDIA	07/11/2000		07/12/2000	230,020	07/12/2007
FADYN	INTERNAZIONALE	02/07/2003	10.700 D/2003	02/16/2003	265.848 R2	02/16/2013
FADYN	ITALIA	10/01/2002	9.467 MI2002C			10/17/2012
FADYN	NIGERIA	11/28/2003	20,599	11/29/2003	20,599	03/05/2018
FADYN	PERU	10/21/2004				02/05/2016
FADYN	FILIPPINE	02/08/1999	858-4-1999			
FADYN	TAILANDIA	07/27/1995	290,153	08/07/1995	32,681	07/30/2005
FADYN	URUGUAY	02/26/1998	301,678	03/09/1998	301,678	02/26/2008
FADYN	ZIMBABWE	06/01/1997		06/02/1997	413/66	06/02/2007
FADYNE	COLOMBIA	09/24/1999		10/08/1999	69,729	09/25/2009
FAMICIN	PORTOGALLO	07/09/2002		07/10/2002	163,234	07/10/2012
FAMICINA	INTERNAZIONALE	06/15/2000	10,992	10/12/2000	236,482	10/12/2010
FAMICINA	ITALIA	03/03/1999	1.999 MI99C	04/29/2002	864,844	03/27/2009
FAMIN	ITALIA	01/28/1999	788 MI99C			02/09/2009
FAMIZONE	ITALIA	11/18/1999	10.433 MI99C	04/18/2003	888,987	11/18/2009
FAMUCOL	INTERNAZIONALE	12/11/1970	11.338 D/70	01/27/1991	375.829 R	01/27/2011
FAMUCOL	ITALIA	06/26/2000	7.265 MI2000C			06/24/2010
FAMYCIN	AUSTRALIA	05/19/2000	194,796	05/20/2000	194,796	05/19/2010
FAMYCIN	BOLIVIA	03/13/1997	37.335 R-A	04/14/1997	51.132-A	04/04/2007
FAMYCIN	CANADA	01/03/1995		01/04/1995	238,822	01/04/2010
FAMYCIN	CILE	05/07/1996	342,453	11/18/1996	465,013	07/29/2006
FAMYCIN	COLOMBIA	10/11/2000	92.333.444	10/31/2000	60,853	12/27/2010
FAMYCIN	COSTA RICA	07/08/1999		07/09/1999	29,805	07/09/2009
FAMYCIN	DOMINICANA	07/20/1996		07/21/1996	14,978	07/21/2006
FAMYCIN	ECUADOR	10/14/2003	42,741	04/22/2004	801	11/05/2013
FAMYCIN	GRAN BRETAGNA	05/23/1999		05/24/1999	865,745	06/17/2009
FAMYCIN	GRECIA	06/29/2003	30.728 R	10/22/2003	30,728	10/24/2013
FAMYCIN	GUATEMALA	09/23/2001		09/24/2001	41,899	09/24/2011
FAMYCIN	INDONESIA	09/16/1996	19.844 D/96	09/17/1997	390,769	04/07/2007
FAMYCIN	IRLANDA	03/10/2000		03/11/2000	68,439	03/11/2010
FAMYCIN	INDIA	07/11/2000		07/12/2000	230,021	07/12/2007
FAMYCIN	INTERNAZIONALE	03/19/2004	10.963 D/2004	03/26/2004	281,593	03/26/2014
FAMYCIN	ITALIA	10/03/2003	9.644 MI2003C			10/11/2013
FAMYCIN	GIORDANIA	05/18/1992		05/18/1992	11,002	05/18/2006
FAMYCIN	GIAPPONE	09/28/1999	2.170.673	09/29/1999	2.170.673	09/29/2009
FAMYCIN	SUD COREA	11/01/2002	12,373	01/04/2003	88,089	01/25/2013
FAMYCIN	LIBANO	06/02/2004	14,621	06/02/2004	98,156	05/15/2019
FAMYCIN	NIGERIA	02/04/2004				03/05/2018
FAMYCIN	NICARAGUA	06/27/1995	14,482	06/28/1995	14,482	06/28/2005

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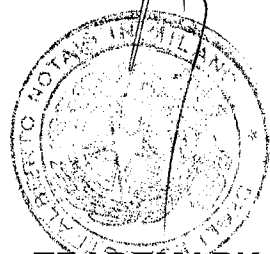
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ZAMBON FIGURATIVO GUATEMALA	02/24/1996	02/25/1996	16.637 C	02/25/2006
ZAMBON FIGURATIVO GUATEMALA	02/24/1996	02/25/1996	16.637 A	02/25/2006
ZAMBON FIGURATIVO GUATEMALA	02/24/1996	02/25/1996	16.637 B	02/25/2006
ZAMBON FIGURATIVO HONG KONG	08/02/1995	08/03/1995	181/1962	08/03/2009
ZAMBON FIGURATIVO HONDURAS	10/25/2000	15.356 03/08/2001	53,085	12/03/2010
ZAMBON FIGURATIVO HONDURAS	10/25/2000	15.355 03/08/2001	53,086	12/03/2010
ZAMBON FIGURATIVO INDONESIA	05/21/2001	36.223.623 10/03/2001	492,413	12/16/2011
ZAMBON FIGURATIVO INDONESIA	05/21/2001	36.223.623 10/03/2001	492,414	12/16/2011
ZAMBON FIGURATIVO IRLANDA	09/23/2004			01/20/2015
ZAMBON FIGURATIVO INTERNAZIONALE	11/26/1999	11.427 D 12/08/1999	226.434 R2	12/08/2009
ZAMBON FIGURATIVO INTERNAZIONALE	07/24/2000	07/25/2000	20,872	07/25/2010
ZAMBON FIGURATIVO ITALIA	07/01/1999	6.923 MI99C 03/25/2003	885,614	07/30/2009
ZAMBON FIGURATIVO GIORDANIA	09/05/1995	5,379 09/05/1995	5,379	09/05/2009
ZAMBON FIGURATIVO SUD COREA	10/12/2000	05/22/2001	5,254	12/16/2010
ZAMBON FIGURATIVO LIBANO	08/08/1990	123.616/248 08/08/1990	54,570	07/05/2005
ZAMBON FIGURATIVO SRI LANKA	08/22/1998	21.454 R 08/23/1998	21.454 R	08/22/2008
ZAMBON FIGURATIVO REP. ARABA LIBICA	02/05/2004			
ZAMBON FIGURATIVO NIGERIA	03/05/2004	20,874 03/05/2004	20,504	03/05/2018
ZAMBON FIGURATIVO NICARAGUA	12/19/1998	12/20/1998	19,043	12/20/2008
ZAMBON FIGURATIVO NORVEGIA	09/09/2000	09/10/2000	80,092	09/10/2010
ZAMBON FIGURATIVO NUOVA ZELANDA	04/27/2003	04/28/2003	87,060	05/23/2017
ZAMBON FIGURATIVO NUOVA ZELANDA	04/27/2003	04/28/2003	87,062	05/23/2017
ZAMBON FIGURATIVO PERU	11/19/2004			12/06/2020
ZAMBON FIGURATIVO PAKISTAN	08/09/1995	08/10/1995	59,449	08/10/2010
ZAMBON FIGURATIVO FED. RUSSA	01/26/1970	01/26/1970	40,606	01/26/1980
ZAMBON FIGURATIVO SVEZIA	11/18/2000	11/19/2000	133,36	11/20/2010
ZAMBON FIGURATIVO SINGAPORE	06/10/1995	26,788 06/11/1995	26,788	06/11/2005
ZAMBON FIGURATIVO EL SALVDOR	05/12/2000	05/13/2000	18,011	05/13/2010
ZAMBON FIGURATIVO SIRIA	11/27/2000	11.197 R 02/17/2001	20,885	12/19/2010
ZAMBON FIGURATIVO TAILANDIA	05/19/2000	419,832 10/16/2000	121.669 TM	07/20/2010
ZAMBON FIGURATIVO TURCHIA	11/04/1997	67,826 11/29/1997	100,737	11/23/2007
ZAMBON FIGURATIVO TAIWAN	02/28/1999	03/01/1999	34,305	03/01/2009
ZAMBON FIGURATIVO URUGUAY	04/23/2002	246,583 10/16/2002	341,430	04/23/2012
ZAMBON FIGURATIVO VENEZUELA	06/14/1992	06/15/1992	41,590	06/15/2007
ZAMBON FIGURATIVO AFRICA DEL SUD	12/17/1999	12/18/1999	6.122/69	12/18/2009
ZAMBON ZEF FARMACITALIA	10/23/1995	10.423 MI95C 10/23/1997	731,668	10/07/2005
ZAMOCILLIN INTERNAZIONALE	02/02/1999	10.663 D 02/05/1999	443.219 R	02/05/2009
ZAMOCILLIN ITALIA	09/02/1998	8.507 MI98C		10/03/2008
ZAMOCILLINE INTERNAZIONALE	03/06/2003	10.811 D/2003 03/18/2003	475,732	03/18/2013
ZAMOCILLINE ITALIA	04/24/2002	4.196 MI2002C		05/11/2012
ZAMOX COLOMBIA	03/12/2003	93.376.768 10/09/2003	105,811	05/10/2013
ZOOSEPTIL ITALIA	03/15/1995	2.651 MI95C 09/22/1997	724,796	04/22/2005

Edoardo Zamboni

Completo Zamboni



STATUTORY DECLARATION

I, Mario Galbiati

a resident of Piazzale Giulio Cesare 7 - Milano

do hereby solemnly and sincerely declare as follows:

1. THAT I am well acquainted with the English and Italian languages, and
2. THAT to the best of my knowledge and belief the following is a true translation of the accompanying certified copy of the "Contratto di Cessione di Marchi e Brevetti" and for which I accept responsibility of the documents attached.

AND I MAKE THIS SOLEMN DECLARATION, conscientiously believing the same to be true.

DECLARED AT Milan (Italy)


Mario Galbiati

TRADUZIONE DALL'ITALIANO ALL'INGLESE

* - * - *

CONTRACT OF SALE OF TRADEMARKS AND PATENTS

By this deed executed on 23/12/2004 and deposited in the files of the Notary that certified the signatures

By and between

Zambon S.p.A. with registered offices in Vicenza, via della Chimica, 9, share capital € 16,622,820 fully paid-up, registered in the Vicenza Companies' Register under number 01690280159, VAT number 00714930245 represented by Ms. Margherita Zambon, endowed with all the necessary powers in her capacity of Chairman (the "Seller").

and

Zambon Group S.p.A. with registered offices in Vicenza, via della Chimica, 9, share capital € 18,957,840 fully paid up, registered in the Vicenza Companies' Register under number 9891 (Court of Vicenza), VAT number 00691950240, represented by Mr. Roberto Rettani, endowed with all the necessary powers in his capacity of Managing Director (the "Buyer" and, jointly with the Seller, the "Parties").

WHEREAS

1. Seller is the holder of:
 - a. title to the industrial invention patents listed in Annex A to this contract.
 - b. title to the company trademarks listed in Annex B to this contract (hereinafter the "Rights").
2. Buyer is interested in acquiring said title and ownership of the Rights.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS

Art. 1) Recitals and annexes

The foregoing recitals, Annex A (List of patents) and Annex B (List of trademarks) constitute an integral and substantial part of this contract.

Art. 2) Subject of the contract

By executing this contract Seller sells and transfers to Buyer, which buys, the Rights free from all liens, pledges or other encumbrances or third party rights, all the rights to said Rights being vested in Seller.

As a consideration for the transfer of the Rights contemplated in the preceding paragraph, Buyer agrees to pay to Seller the consideration defined in Article 3 below.

Contextually with the execution of this contract Seller undertakes to cease immediately any and all utilisation and exploitation, direct and/or indirect, of said Rights.

Art. 3) Price

The consideration for the sale of the Rights amounts to € 5,200,000 (five million two hundred thousand) payable upon execution of this contract, signature of which shall constitute proof of payment of said consideration.

Art. 4) Seller's warranty

Seller declares and warrants:

- (a) that the Rights are validly registered and enforceable on the basis of the applicable laws; Seller has full and unlimited title to the Rights which are free from encumbrances, pledges, charges; Seller does not possess other trademarks and/or patents that interfere with said Rights.
- (b) that any and all taxes due have been duly paid on time and all the other procedures required by law for the preservation of the Rights have been duly

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carried out together with all the actions for the protection and preservation in force of same.

(c) that there are no pending legal or administrative controversies that could affect the validity of the Rights and Seller is not aware of circumstances that would induce Seller to hold that such legal and administrative controversies are reasonably foreseeable.

(d) that, to the best of Seller's knowledge, there are no breaches of the Rights by third parties or any other circumstances that could negatively affect or limit or hinder Buyer's free enjoyment of the Rights.

Art. 5) Registration and entry

Registration and entry of this contract at the *Ufficio Italiano Marchi e Brevetti* (*Italian Patent and Trademark Office*) shall be effected by Buyer.

Seller shall provide fullest collaboration with Buyer for the purpose of carrying out the formalities of transfer of the Rights to Buyer's name.

Art. 6) Costs and taxes

All costs incidental to or consequential to this contract, including Notary's fees, registration and entry costs shall be borne by Buyer.

Art. 7) Fiscal neutrality

Pursuant to Article 123 of the Consolidated Tax Act contemplated in Law 917 of 22 December 1986, as amended by Law 344 of 2003 (hereinafter "TUIR") Parties declare that they jointly exercise the option for the fiscal neutrality treatment established for intergroup transfers between companies exercising the option for National Consolidated Statements, governed by Section II, Heading II of Title II, Articles 117 to 129 of the TUIR.

Art. 8) Amendments

All amendments to this contract shall be valid solely if agreed by the Parties in writing.

Art. 9) Competent Court

The competent court for all controversies that may arise with regard to the interpretation and/or performance of the contract shall be the Court of Milan.

Signed

Margherita Zambon

Zambon S.p.A.

(Seller)

Roberto Rettani

Zambon Group S.p.A.

(Buyer)

* _ * _ * _ * _ *

Collection no. 82.392

File no. 9.127

CERTIFICATION OF SIGNATURE

In the absence of witnesses, both parties having agreed, with my consent, to dispense with their presence, I, the Notary, Dottor Alberto Degli Esposti, Notary in Milan, member of the Milan College of Notaries, certify the signatures of:

- MARGHERITA ZAMBON born in Vicenza on 4 November 1960, domiciled for her position at the company's registered offices, Company Director, signing not on her own behalf but as Chairman of the Board of Directors of the company ZAMBON S.p.A., with registered offices in Vicenza, Via della Chimica no. 9, as legal representative of same;
- ROBERTO RETTANI born in Milan on 16 February 1953, domiciled for his

position at the company's registered offices, business executive, signing not on his own behalf but as Managing Director of the company ZAMBON GROUP S.p.A., with registered offices in Vicenza, Via della Chimica no. 9, as legal representative of same;

whose identity is vouched for by me, the Notary, their signatures having been appended in my presence.

Milan, Via Manzoni no. 19

23rd (twenty third) December 2004 (two thousand and four)

Notary's Seal and signature

Milano, 1 aprile 2005

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Multiple horizontal lines for signature or stamp.