

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANASYOR - USA CORPORATION		04/22/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	BOIRON		
Street Address:	20 RUE DE LA LIBERATION		
City:	SAINTE-FOY-LES-LYON		
State/Country:	FRANCE		
Postal Code:	69110		
Entity Type:	SOCIETE ANONYME: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2315332	OSCILLO	
Registration Number:	4410044	HOMEOCOCCINUM	
CORRESPONDENCE DATA			
Fax Number:	2122468959		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2127083460		
Email:	slebson@ladas.com		
Correspondent Name:	Scott J. Lebson		
Address Line 1:	Ladas & Parry LLP		
Address Line 2:	1040 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	NTML 140781		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 2315332

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Scott J. Lebson

Signature:

/sjl/

Date:

02/26/2014

Total Attachments: 20

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**SUPPLEMENTAL AGREEMENT NO. 1 TO THE TRADEMARK LICENSE AGREEMENT
ANASYOR – BOIRON**

[initials JR BR]

[signed illegible]

BETWEEN THE UNDERSIGNED:

ANASYOR, a French *société civile* (a form of civil partnership) with capital of 19,680 Euros, having its head office at 40 rue Saint Sébastien, 75011 Paris, entered in the Paris Trade and Companies Register under the number 384 159 703.

Represented by Mr. Joachim ROY, in his capacity as Manager,

Referred to below as "**ANASYOR (FRANCE)**".

AND:

ANASYOR - USA CORPORATION, incorporated under US law, having its head office at 6100 Corporate Drive, Suite 470, Houston – Texas 77057 (USA),

Represented by Mr. Boris ROY in his capacity as Director and Vice President,

Referred to below as "**ANASYOR USA**",

Referred to below together as "**ANASYOR**" or the "**Licensor**"

on the one part,

AND:

BOIRON, a French *société anonyme* with board of directors (a form of joint stock company) with capital of 19,441,713 Euros, having its head office at 20 rue de la Libération - 69110 Sainte-Foy-lès-Lyon, entered in the Lyons Trade and Companies Register under the number 967 504 697,

Represented by Mr. Christian BOIRON, in his capacity as Chief Executive Officer,

Referred to below as "**BOIRON**" or the "**Licensee**",

on the other part,

Referred to below together as the "**Parties**".

[initials JR BR]
[signed illegible]

THE FOLLOWING IS RECALLED:

ANASYOR signed a trademark license agreement on January 25, 2012 (the "**License Agreement**") whereby BOIRON is authorized to use on an exclusive basis all of the marks OSCILLOCCINUM and derivatives thereof registered in the name of ANASYOR (France) and ANASYOR USA as listed in Appendix 2 to the License Agreement (the "**Marks**") for a period of 40 years as from January 1, 2012.

For the purpose of ensuring a better management of the portfolio of the marks held by ANASYOR (France) and ANASYOR USA, both said companies entered later on March 26, 2013 into a trademark assignment agreement ("**Assignment Agreement**") whereby ANASYOR (France) assigned to ANASYOR USA all of the rights held in the marks listed in **Appendix 1** hereof (the "**Assigned Marks**"), registered in the North American, Central American and South American countries.

This Assignment Agreement supersedes certain consequences as to the rights and obligations under the License agreement abided by the Parties. For this reason, the Parties have met for the purpose of amending the License Agreement by the present supplemental agreement ("**Supplemental Agreement**") so as to introduce amendments to the ownership of the Assigned Marks.

Moreover, to take account of the terms and conditions of use of the Marks as defined in the License Agreement, and of the duress that the Licensee has agreed to accept as regards a possible assignment of said agreement, the Parties have agreed to amend Articles 4 and 15 of the License Agreement.

ACCORDINGLY, THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1: OWNERSHIP OF THE MARKS

- 1.1. As from January 1, 2013, ANASYOR-USA has become the owner of the Argentine, Brazilian, Chilean, Colombian, Costa Rican, Peruvian, Salvadorian, Uruguayan and Venezuelan marks, in accordance with the Assignment Agreement (the "**Assigned Marks**") the list of which appears in Appendix 1.
- 1.2. Accordingly, as from that date, ANASYOR-USA has taken up all the rights and obligations of ANASYOR (FRANCE) as regards the Assigned Marks, under the License Agreement, which is acknowledged and accepted by the Licensee.
- 1.3. The statement of the Trademark portfolio listed in Appendix 2 of the License Agreement is replaced by the new Appendix 2 attached hereto in order to reflect the conclusion of the Assignment Agreement. The advertizing and registration formalities shall be carried out by the Licensor's Patent Attorney and at its costs. Licensor shall inform the Licensee as said formalities are being completed.

[initials JR BR]
[signed illegible]

- 1.4. Although it does not amend Article 2 "Exclusivity" of the License Agreement which remains fully applicable, ANASYOR-USA shall have the exclusive right to file future identical or similar marks in connection with the goods and services designated by the Assigned Marks in all North American, Central American or South American countries.

ARTICLE 2: FINANCIAL TERMS

- 2.1. In Article 2 of Appendix 1 "Financial Terms" of the License Agreement, the stipulations concerning the United States of America, Canada and Mexico are henceforth applicable to all North American, Central America, and South American countries.
- 2.2. The royalty for the first quarter of 2013 due by BOIRON under the use of the Assigned Marks as assigned to ANASYOR USA shall be fully paid to ANASYOR USA, which is acknowledged and accepted by ANASYOR (FRANCE).

Accordingly, BOIRON shall communicate in writing to ANASYOR USA, within thirty days following the end of the first quarter of the calendar year 2013, the total amount in American Dollars of the sales realized in each following country: United States of America, Canada, Mexico, Argentina, Brazil, Chile, Colombia, Costa Rica, Peru, El Salvador, Uruguay and Venezuela, as well as the US dollar amount of the royalty stemming therefrom and calculated according to the terms set out in 2 (i) of Appendix 1 - "Financial Terms" of the License Agreement and the exchange rate used and specified in this Appendix.

As regards the royalty on sales, ANASYOR USA shall send BOIRON invoicing resuming the royalty amount excluding taxes in US Dollars plus the withholding of taxes at the source applicable in US Dollars.

BOIRON will pay ANASYOR USA by bank transfer within 8 (eight) days of reception of its invoice.

- 2.3. Other terms and conditions of Appendix 1 of the License Agreement remain unchanged.

ARTICLE 3: AMENDMENT OF ARTICLE 4 OF THE LICENSE AGREEMENT

The Parties agree to amend Article 4.1 of the License Agreement as follows, with Articles 4.2 and 4.3 remaining unchanged:

"4.1 The Licensee undertakes to use the Mark in an effective, serious and continuous way. The Licensee will define freely any necessary and appropriate actions and steps to be taken in view of manufacturing, marketing and promoting the goods bearing the Mark (hereinafter the "Goods") of which it, alone, shall determine the sales price. The Licensee may in particular turn to subcontractors.

*[initials JR BR]
[signed illegible]*

The licensee may not sublicense the Mark unless it has obtained an agreement in written form from the Licensor.

This written agreement shall however not be required for the sub-licenses entered in favor of "BOIRON Group Entities", which are defined for the purposes of this license agreement, as all subsidiaries, parent or controlled companies, within the meaning of Article L. 233-3 of the Commercial Code, nor shall it be required for any sub-licenses entered in favor of the current sub-licensees. Under such circumstances, the Licensee shall notify the Licensor by registered letter with acknowledgment of receipt of the granting of a sub-license within 8 (eight) days after the entry into force of said grant.

The Licensee shall remain solely responsible with respect to the Licensor of the performance of all the obligations, in particular the financial obligations, stipulated in the present License Agreement, which obligations shall not be amended by any sub-licensing.

The Licensee shall endeavor, whenever possible, to use in priority the mark OSCILLOCOCCINUM. Nevertheless, shall be considered as effective, serious and continuing in a given country, the use of any other mark comprised within the Mark, insofar as the use of the mark OSCILLOCOCCINUM is impossible in this country."

ARTICLE 4: AMENDMENT OF ARTICLE 15 OF THE LICENSE AGREEMENT

The Parties agree to amend Article 15 of the License Agreement as follows:

"The Licensee may only assign or transfer the rights granted by the Agreement after it has obtained the prior agreement in written form from the Licensor.

At the latest within 30 (thirty) days prior to the completion of the assignment or transfer, the Licensee shall notify the Licensor of the assignment or transfer of rights by registered letter with acknowledgment of receipt, indicating the name of the assignee or of the recipient of the transfer, and transmitting to the Licensor all such information items to enlighten the decision of the Licensor. Licensor shall notify its decision by registered letter with acknowledgment of receipt within 15 (fifteen) days of receipt of the notification by the Licensee.

However, the agreement of the Licensor shall not be necessary in the event of assignment or of transfer in favor of Entities of the Group BOIRON. Under such circumstances, the Licensee shall notify the Licensor by registered letter with acknowledgment of receipt of the assignment or transfer within 8 (eight) days after the entry into force of the assignment or transfer. The Licensee will remain jointly responsible with the assignee or the recipient for the transfer, of the performance of all the obligations, in particular the financial obligations, stipulated in the present License Agreement for the Licensee.

It is understood that the assignment or transfer of the rights acquired by the Agreement especially relates to the operations of assignment, contribution, of all or part of the goodwill, of partial transfer of assets, of merger or of transmission via dissolution."

[initials JR BR] [signed illegible]

The provisions of this Supplemental Agreement come into force on January 1, 2013.

ARTICLE 6: MISCELLANEOUS

The clauses of the License Agreement which have not been subjected to any amendment within the context of this Supplemental Agreement remain unchanged.

This Supplemental Agreement is drawn up in four (4) original copies including one for the tax recording.

List of Appendices:

- Appendix 1: List of the Marks Assigned to ANASYOR USA
- Appendix 2: State of the Trademark portfolio

Done in Lyons, on April 22, 2013

For ANASYOR

signed illegible

Mr. Joachim ROY
Manager

For ANASYOR USA CORPORATION

signed illegible

Mr. Boris ROY
Director, Vice President

For BOIRON

Mr. Christian BOIRON
Chief Executive Officer

Registered at: SIE OF LYONS 9E
On May 6, 2013 List No. 2013/574 Case No. 22 Line 5083
Registration: €125 Penalties:
Liquidated total amount: one hundred twenty five Euros
Amount received: one hundred twenty five Euros
The Administrative officer of public finances

Supplemental Agreement No. 1 to the trademark license agreement - Anasyor - Boiron

[signed illegible]

Eric Dufour

*LIST OF THE TRADEMARKS OWNED BY
ANASYOR - USA CORPORATION*

UNITED STATES OF AMERICA

SCHEDULE

OSCILLO

No. 2315332

HOMEOCOCCINUM

No. 4410044

BETWEEN THE UNDERSIGNED:

ANASYOR, a French *société civile* with capital of 19,680 euros, having its head office at 40 rue Saint Sébastien, 75011 Paris, entered in the Paris Trade and Companies Register under the number 384 159 703,

Represented by Mr. Joachim ROY, in his capacity as Manager,

AND:

ANASYOR-USA CORPORATION, incorporated under US law, having its head office at 6100 Corporate Drive, Suite 470, Houston – Texas 77057 (USA),

Represented by Mr. Boris ROY, in his capacity as Director, Vice President,

Referred to below together as "ANASYOR" or the "Licensor",

of the one part,

AND:

BOIRON, a French *société anonyme* with board of directors (a form of joint stock company) with capital of 21,482,556 euros, having its head office at 20 rue de la Libération 69110 Sainte-Foy-lès-Lyon, entered in the Lyons Trade and Companies Register under the number 967 504 697,

Represented by Mr. Christian BOIRON, in his capacity as Chief Executive Officer,

Referred to below as "BOIRON" or the "Licensee",

of the other part,

It is specified that ANASYOR-USA CORPORATION holds the Marks registered as US, Canadian or Mexican marks, as defined hereinafter. Therefore, the term "Licensor" merely refers to such company when the marks held thereby are involved.

The Licensor and the Licensee are referred to below individually as the "Party" and together as the "Parties".

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PREAMBLE

5°) For the purpose of improving their contractual relationship and of considering all of the developments from the conclusion of the contract dated December 31, 1957, the Parties decided to enter this contract (referred to below as the "Contract") which comes into force on January 1, 2012.

HAVING SAID THIS, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – SUBJECT MATTER

1.1 The Licensor hereby grants the Licensee, who accepts, under the conditions hereinafter set forth, the exclusive right to use, without reservation or exception, the Mark, as defined below, for all of the goods and services listed in the filings, in particular for the pharmaceutical goods.

This license includes the right for the Licensee to reserve and use any domain name taking up the Mark, in full or in part, with or without any addition of supplemental terms, under the conditions set forth below.

1.2 For the purpose of this Contract, the term "Mark" shall refer to the marks relating to the following names, irrespective of the place of registration, of the nature of the mark (National, Community or International marks) and of the filing terms and conditions (word, figurative or semi-figurative sign):

- OSCILLOCOCCINUM
- OSCILLOCOCCINUM J. ROY
- OSCILLO
- OSCILLO-GRIP
- COCCINUM
- HOMEOCOCCINUM
- NATUROCOCCINUM

A portfolio statement of the Mark dated January 19, 2012 is enclosed with Schedule 2.

Besides, it is specified that the mark MUCOCOCCINUM as filed by the company UNDA, a subsidiary of the Licensee, does not constitute a Mark within the meaning of article 1.2.

ARTICLE 2 – EXCLUSIVITY

Since this license was agreed on an exclusive basis, the Licensor refrains from using the Mark personally, directly or indirectly, in any way whatsoever, and from granting in any form and to any member, other licenses of the Mark throughout the duration of the Contract and on the territories defined below.

The Licensor likewise refrains from filing any name or sign that is identical or similar to the Mark, without the prior written agreement of the Licensee.

ARTICLE 3 – TERRITORY

This license is agreed and accepted worldwide.

ARTICLE 4 – CONDITIONS OF USE

4.1 The Licensee undertakes to use the Mark in an effective, serious and continuous way. The Licensee will define freely any necessary and appropriate actions and steps to be taken in view of manufacturing, marketing and promoting the goods bearing the Mark (hereinafter the "Goods") of which it, alone, shall determine the sales price. The Licensee may in particular turn to subcontractors and enter into any sub-licensing contract of the Mark.

ARTICLE 5 - DURATION

The present license is agreed for a duration of forty (40) years from January 1, 2012.

In the six months preceding the expiry of every ten-year (10) period, the parties nevertheless undertake to renegotiate the financial terms of the Contract, as from January 1, 2012. If there is no agreement on new financial terms, those terms in force will continue.

ARTICLE 6 – WARANTEES OF THE LICENSOR

The Licensor declares and warrants that it has full right in the Mark thus enabling it to enter into this Contract.

The Licensor warrants to the Licensee the peaceful enjoyment of the Mark and that said Mark is not subject to any pledge or other security likely to prevent or impair the use of the Mark and/or the performance of the Contract.

ARTICLE 7 – KEEPING THE MARK IN FORCE AND PROTECTION THEREOF

7.1 The Licensor undertakes, throughout the duration of the Contract, to keep the Mark in force as well as to defend it before the trademark registration offices.

7.2 The Licensee in turn undertakes, whenever necessary, to provide the Licensor with any help, support, assistance and information when appropriate so as to keep in force and defend the Mark, and to supply any required documents thereto.

...

7.4 The Licensor authorizes the Licensee who accepts, to file the Mark in its name in those countries where the provisions laid down by regulation do not enable for a filing in the Licensor's name, in particular when the status as an industrial or as a trader is requested from the applicant. The Licensee is empowered for this purpose to sign and file any documents, transfer and withdraw any taxes, carry out any legal formalities and more generally take the necessary action.

...

The Licensor refrains from objecting to the formalities carried out by the Licensee within such context, in particular by stating prior trademarks filed in its name.

Upon expiry of the Contract or termination thereof, for any reason whatsoever, for instance in the event of a modification of the provisions laid down by regulation enabling a filing in the name of the Licensor, the Licensee undertakes to transfer back to the Licensor free of charge those marks thus filed, with the Licensor bearing the costs relating to such transfer operations.

ARTICLE 9 - DEFENDING THE MARK AND THE DOMAIN NAMES

9.1 The Parties undertake to inform one another about any infringement of the Mark of which they might become aware, and in particular of the existence of any competitive mark likely to create confusion in the clients' minds or of any acts, such as unfair competition or parasitic acts likely to infringe the Mark.

ARTICLE 10 – FINANCIAL TERMS

The financial terms applying to this license are defined in Schedule 1.

ARTICLE 14 – END OF THE CONTRACT

At the end of the contract, or in the event of a termination thereof, for any reason whatsoever, the Licensee undertakes to stop manufacturing, marketing and promoting any goods bearing such Mark, from the expiry date of the Contract or from the date on which the termination shall come into force, subject only to the marketing and promotion for the disposal of the stocks.

ARTICLE 17 – GUARANTEE UNDERTAKING

ANASYOR guarantees that ANASYOR-USA CORPORATION will comply with its obligations.

ARTICLE 18 – GENERAL PROVISIONS

Entire Contract: The Parties acknowledge that the Preamble of the Contract and its schedules constitute the entire Contract, which Contract constitutes the entire agreement made between the Parties concerning the subject matter of the Contract, and replaces all prior written and/or oral undertakings between the Parties relating to the subject matter hereof.

Modifications: The Contract can be modified or amended only with the consent of a person duly empowered to represent each one of the Parties.

Headings: The sole purpose of the headings is to make the contractual documents easier to read. When the title of a paragraph or clause of a contractual document disrupts the understanding of a text, only the text of the concerned paragraph or clause shall be taken in consideration rather than its heading.

ARTICLE 19 - APPLICABLE LAW – LANGUAGE OF THE CONTRACT

The present contract is governed by French law.

It is drafted in the French language, the sole version that shall be authentic between the Parties.

ARTICLE 20 – MEDIATION – JURISDICTION

20.1 Any dispute, disagreement, or claim stemming from the present Contract and any subsequent modification of the Contract, or relating thereto, and dealing particularly, but not exclusively, with its creation, its validity, its binding effects, its interpretation, its performance, its breach or its termination or its resolution, and indeed any claim outside the contract, shall be submitted to mediation in accordance with the WIPO's mediation Regulations.

Mediation shall take place in Paris. The language of the mediation proceedings is French.

20.2 If, and insofar as within a period of sixty (60) days following the date of its initiation, the mediation proceedings has failed to settle the dispute, disagreement or claim, any one of the latter may be brought before the Paris First Instance Court, the exclusive jurisdiction to which the Parties submit.

ARTICLE 21 – PUBLICATION OF THE CONTRACT – REGISTRATION

The Licensor undertakes to enter this contract on the registers of the offices with which the Mark is registered, said Licensor being fully empowered to do so, with the registration costs being borne by the Licensee.

The Licensee undertakes, upon first request, to provide the Licensor with any signature that may be necessary for registry entry.

The Licensor undertakes to bear the expenses for the tax registration of the contract within one month from the signature thereof.

This contract is drawn up in four (4) originals, including one for tax registration.

List of Schedules:

Schedule 1: Financial terms

Schedule 2: Portfolio statement of the Mark

Done in Lyons, on January 25, 2012

For ANASYOR:

*Agreed and accepted
with full authority to
bind the company*

[signed illegible]

Mr. Joachim ROY
Manager

For ANASYOR-USA CORPORATION:

*Agreed and accepted with full authority to
bind the company*

[signed illegible]

Mr. Boris ROY
Director, Vice President

For BOIRON:

*Agreed and accepted with full authority to
bind the company*

[signed illegible]

Mr. Christian BOIRON
Chief Executive Officer

UNITED STATES OF AMERICA

SCHEDULE

OSCILLO

No. 2315332

HOMEOCOCCINUM

No. 4410044