

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Laboratoires Inneov		06/30/2015	Société En Nom Collectif: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nestlé Skin Health S.A.		
<b>Street Address:</b>	Avenue Gratta-Paille 2		
<b>City:</b>	Lausanne		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	1018		
<b>Entity Type:</b>	Société Anonyme (Sa): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3762719	INNEOV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	917.779.9967		
<b>Email:</b>	mlombard@LombardIP.com		
<b>Correspondent Name:</b>	G MATHEW LOMBARD		
<b>Address Line 1:</b>	305 BROADWAY		
<b>Address Line 2:</b>	7 FL		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10007		
<b>ATTORNEY DOCKET NUMBER:</b>	102.0014		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	G MATHEW LOMBARD		
<b>Address Line 1:</b>	305 BROADWAY		
<b>Address Line 2:</b>	7 FL		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10007		
<b>NAME OF SUBMITTER:</b>	G. Mathew Lombard		
<b>SIGNATURE:</b>	/g mathew lombard/		

OP \$40.00 3762719

<b>DATE SIGNED:</b>	04/26/2016
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**Total Attachments: 4**

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**EXECUTION VERSION**

**CONFIRMATORY DEED OF TRADEMARKS ASSIGNMENT**

**By and between the undersigned:**

**LABORATOIRES INNEOV**, a *société en nom collectif* duly organised and existing under the laws of France, with a registered capital of EUR 970.000, registered under number RCS Nanterre 443.051.784, having its registered office at 3 avenue Saint-Anne, 92602 Asnières-sur-Seine, France,

(hereinafter referred to as the "**Assignor**")

On the one hand

**And**

**NESTLE SKIN HEALTH**, a *société anonyme* organized and existing under the laws of Switzerland with a share capital of CHF 100'000, registered with the registry of commerce and companies of the Canton de Vaud under number CHE-439.610.281 and having its registered office at Avenue de Gratta-Paille 2, World Trade Center, 1018 Lausanne, Switzerland,

(hereinafter referred to as the "**Assignee**")

On the other hand

Assignor and Assignee are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

## **EXECUTION VERSION**

### **WHEREAS:**

1. By a Sale and Purchase Agreement dated April 24, 2015 (hereinafter the "SPA"), it was agreed that the Assignor shall assign different assets it owned, including the Trademarks listed in Appendix 1 (hereinafter the "Trademarks"), to Galderma Pharma SA on June 30, 2015 (hereinafter the "Closing").
2. In accordance with the provisions of the SPA, Galderma Pharma SA assigned part of its rights and obligations under the SPA to its affiliates. In particular, it assigned to the Assignee the right to purchase the Trademarks.
3. It follows that, at Closing, all the Trademarks were assigned by the Assignor to the Assignee.
4. For the purpose of recording the Trademarks assignment from the Assignor to the Assignee with all the relevant Intellectual Property Offices, the Parties have decided to draw up this confirmatory deed, being specified that they both undertake to amend this deed or draw up any additional deed in the event that it would be needed in order to comply with the requirements of any relevant Intellectual Property Office.

### **NOW, THEREFORE, THE PARTIES CONFIRM THE FOLLOWING:**

#### **Article 1 – Confirmation of the assignment**

The Assignor hereby confirms that it has transferred at Closing, without reservation, to the Assignee, which has accepted, within the framework of the SPA, the full ownership of all the rights it holds in the Trademarks, for all the goods and services that the Trademarks respectively refer to, and for all the territories in which they are respectively valid.

#### **Article 2 – Representations and warranties**

Pursuant to the Sale and Purchase Agreement, the Assignor notably represents that it has the full ownership of the Trademarks and that it is able to assign them freely to the Assignee.

#### **Article 3 – Consequence of the assignment**

As a consequence of the assignment of the Trademarks by the Assignor to the Assignee, the Assignee is subrogated in all the Assignor's rights in the Trademarks.

**EXECUTION VERSION**

**Article 4 – Effective date of assignment**

The assignment of the Trademarks by the Assignor to the Assignee is effective on June 30, 2015.

**Article 5 – Publication**

All powers are granted to the bearer of an original of this deed for the purposes of requesting or carrying out all formalities, registrations, publications, recordings, applications and endorsements anywhere and before any Intellectual Property Offices and/or administrative body where needed.

**Article 6 – Applicable Law**

This deed is governed by the laws of France.

**Article 7 – Exhibits**

This deed comprises the following appendix:

- Appendix 1: List of the assigned Trademarks.

Signed on June 30, 2015

In two (2) original copies

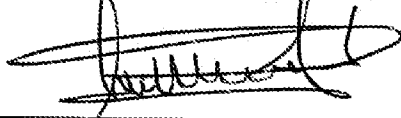
**On behalf of LABORATOIRES INNEOV**

  
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Name: *Alain BARTIER*

Title: *Chief*

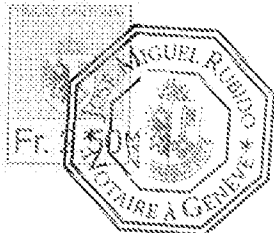
**On behalf of NESTLE SKIN HEALTH**

  
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Name: *Christian MATTON*

Title: *VP, CORPORATE GENERAL COUNSEL*

The undersigned, Notary Public in Geneva, Switzerland, certifies the above signatures of Mr Alain BARTIER and Mr Christian MATTON, who signed according to the original sample of their signature filed in his Office. The undersigned doesn't assume any liability as to the content of this document. Geneva, this 30<sup>th</sup> day of June, 2015.



**Appendix 1  
(USA)**

<b>Trademark</b>	<b>Country</b>	<b>International Classes</b>	<b>Status</b>	<b>Filing Date</b>	<b>Ser. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Next Renewal</b>
<b>INNEOV</b>	USA	3, 5	Registered	20-Jul-2009	77-784,548	23-Mar-2010	3762719	23-Mar-2020

**TRADEMARK**

**REEL: 005778 FRAME: 0091**

**RECORDED: 04/26/2016**