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To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): DOW, Gordow J., LATHROP, Robert W., and DOW, Debra A.

2. Name and address of receiving party(ies):

Dow Pharmaceutical Sciences 133 A Redwood Way Petaluma, California

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

- [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other:

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Execution Date: 07/28/2000

4. Application number(s) or patent number(s)

If this document is being filed together with a new application, the execution date of the application is: August 3, 2000

A. Patent Application No.(s)

09/632508

Additional numbers attached?

B. Patent No.(s)

[] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Tom M. Moran Cooley Godward LLP Five Palo Alto Square 3000 El Camino Real Palo Alto, CA 94306-2155

6. Total number of application and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$40.00 [X] Enclosed

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8. Deposit account number: 03-3117 (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

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Name of Person Signing: TOM M. MORAN

Signature: [Handwritten Signature]

Date: 3 AUGUST 2000

Total number of pages including cover sheet, attachments, and document: 1

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I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Honorable Commissioner of Patent and Trademarks, Box Assignments, Washington, D.C. 20231.

Date: 3 August 2000 By: [Handwritten Signature]

JC490 U.S. PTO 09/632508 08/03/00

08/14/2000 WASHINGTON 00000139 03 FC:561

ASSIGNMENT

Whereas, Gordon J. Dow residing at 4189 Chaparral Court, Santa Rosa, California 95409; Robert W. Lathrop residing at 1602 Merritt Drive, Novato, California 94949; and Debra A. Dow residing at 255 Photinia Place, Petaluma, California 94952 (hereinafter referred to individually and collectively as "Inventor") have made an invention relating to certain new and useful improvements in:

TOPICAL GEL DELIVERY SYSTEM

and executed therefor an Application for Letters Patent of the United States and

- having an oath or declaration executed on even date herewith as Attorney Docket No. DOWP-001/00US;
- bearing Serial No. _____ and filed on _____
- issued as a Patent No. _____ on _____

Whereas, Dow Pharmaceutical Sciences (hereinafter "Assignee"), a corporation of California, and having a principal place of business at 133 A Redwood Way, Petaluma, California, is desirous of acquiring the entire right, title, and interest in and to said invention, said Application, and the Letters Patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said Application and any other application, domestic or foreign, that claims said invention, as well as any Letters Patent, domestic or foreign, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this Assignment.

The terms "Application" and "Application for Letters Patent" as used herein include both provisional and non-provisional applications.

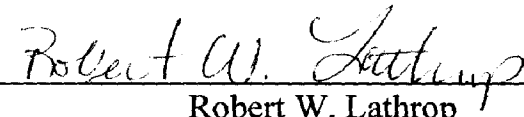
Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said Application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and **Inventor does hereby covenant** and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuation-in-part, renewal, reexamined, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of both parties.

Date: 7/28/2000

By: 
Gordon J. Dow

Date: 28 July 2000

By: 
Robert W. Lathrop

Date: 7-28-00

By: 
Debra A. Dow