MAIL DATE MAY 2 1, 2007 MAY 2 3 200 06-01-2001 Form PTO-1595 IT OF COMMERCE (Rev. 03/01) nd Trademark Office OMB No. 0651-0027 (exp. 5/31/2002) 101735821 Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. Name of conveying party(ies): 2. Name and address of receiving party(ies) (1) William J. Bologna, and Name: COLUMBIA LABORATORIES, INC. (2) Howard L. Levine. Internal Address: Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: □ Merger Assignment Street Address: 100 No. Village Avenue Security Agreement Change of Name Other CityRockville Centre StateNY Execution Date: (1) 05/21/01 (2) 05/18/01 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:__ B. Patent No.(s) A. Patent Application No.(s) 09/748,753, filed 12/21/01 and ____ re-filed 12/22/01 Additional numbers attached? 📮 Yes 🔼 No 6. Total number of applications and patents involved: 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$\,\(\frac{40.00}{}\) Name: Scott H.Blackman Enclosed Internal Address: Lyon & Lyon LLP Authorized to be charged to deposit account 12-2475 8. Deposit account number: 12-2475 Street Address:_Lyon & Lyon LLP 633 West Fifth Street, Suite 4700 (Attach duplicate copy of this page if paying by deposit account) City: Los Angelestate: CA Zip.90071-2066 DO NOT USE THIS SPACE To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy Statement and signature. is a true copy of the original document.

> Total number of pages including cover sheet, attachments, and documents: 3 Mail documents to be recorded with required cover sheet information to:

Scott H. Blackman (Reg. No. 34,088)

Name of Person Signing

May 23, 2001

Date

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, WILLIAM J. BOLOGNA, a citizen of THE UNITED STATES OF AMERICA, and HOWARD L. LEVINE, a citizen of THE UNITED STATES OF AMERICA (hereinafter jointly referred to as "ASSIGNORS"), having invented an invention entitled VAGINAL pH BUFFERING FOR PREVENTING MISCARRIAGE AND PREMATURE LABOR, AND FOR TREATING OR PREVENTING BACTERIAL VAGINOSIS for which application for Letters Patent of the United States of America has been filed by Provisional Application on December 22, 1999, assigned Serial No. 60/171,454, and by utility Application on December 21, 2000, re-filed on December 22, 2000 and assigned Serial No. 09/748,753; and

WHEREAS, COLUMBIA LABORATORIES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware and having its place of business at 100 No. Village Avenue, Rockville Centre, New York 11570 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America and its territorial possessions, and in any and all countries throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Patents or patent applications or similar legal protection, not only in the United States and its territorial possessions, but in all countries throughout the world, to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue

DC-4371.2

PATENT REEL: 011843 FRAME: 0017 said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents which may be necessary or desirable to carry out the purposes thereof.

VVITIVE 33 my mana at	_, this <u>21</u> day of _	MMY	_ 2001
Signature: William J. Bologna	_		
WITNESS my hand at Parkins Course NY	_, this <u>/</u> day of	MAY	2001

Signature:

RECORDED: 05/23/2001

Howard L. Levine

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