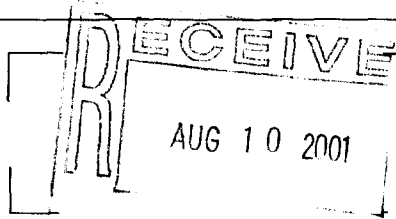


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Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

Enclosed  Deposit Account

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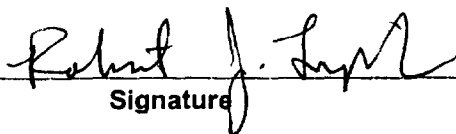
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**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Robert J. Lipka



August 6, 2001

Name of Person Signing

Signature

Date

**ASSIGNMENT**

For good and valuable consideration paid to me, KEVIN FOWLER  
 residing at MILLINGTON, TN, by **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, having its principal office at 3030 Jackson Avenue, Memphis, Tennessee 38151, United States of America (hereinafter called "**ASSIGNEE**"), I do hereby sell, assign and transfer to said **ASSIGNEE** my entire right, title and interest in all countries of the world in and to any and all of my inventions and discoveries described in the patent application entitled SKIN CARE COMPOSITIONS and officially identified\* by the United States Patent and Trademark Office as Application Number 09/813,614 filed on March 21, 2001, and/or by the World Intellectual Property Organization as International Patent Application Number \_\_\_\_\_ filed on \_\_\_\_\_, 20\_\_\_\_, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in my name, at its election, on the aforesaid inventions and discoveries in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that issue on any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said inventions, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

And I hereby covenant and agree that I will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that I will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said inventions and discoveries, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

\*I hereby authorize **ASSIGNEE** to insert into this instrument the application number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this 16 day of March, 2001.

Kevin Fowler L.S.