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ents or copy thereof.

TO THE ASSISTANT COMMISSIONER FOR PAT

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Bristol-Myers Squibb Company

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

08/13/02

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

Name: Women First HealthCare, Inc.

Internal Address:

Street Address: 12220 El Camino Real, Suite 400

City: San Diego State: CA ZIP: 92130

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) July 25, 2002

10/21/08

4. Application number(s) or Patent number(s):

Application(s) filed herewith Execution Date(s):

Patent Application No.: Filing Date:

Patent No.: Issue Date:

Additional numbers attached? () Yes (X) No

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

Name: AnneMarie Kaiser
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine State: CA ZIP: 92614
Attorney's Docket No.: WFRST.005A

7. Total fee (37 CFR 1.21(h)): \$40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 1

9. 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.

AnneMarie Kaiser
Name of Person Signing

Signature

August 13, 2002
Date

37,649
Registration No.

Total number of pages including cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:

08/22/2002 TDIAZ1 00000011 10219087
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ASSIGNMENT OF BMS PATENTS

THIS ASSIGNMENT OF BMS PATENTS (this "Assignment of BMS Patents") is made as of the 25 day of July, 2002, by and between Bristol-Myers Squibb Company ("**BMS**") and Women First HealthCare, Inc. ("Assignee").

WHEREAS, Westwood-Squibb Colton Holdings Partnership (the "Seller"), a partnership between Colton Research Development Inc., a wholly owned subsidiary of The Gillette Company ("Gillette"), and Westwood-Squibb Holdings, Inc., a wholly owned subsidiary of BMS, is engaged in the business of manufacturing, distributing, marketing and selling current presentations and formulations of the prescription form of VANIQA® (eflornithine hydrochloride) Cream, 13.9% (the "Product"); and

WHEREAS, Seller, Assignee, BMS and Gillette have entered into an Asset Purchase Agreement dated as of the 25 day of June, 2002 (the "Asset Purchase Agreement"), pursuant to which Seller is selling or causing to be sold to Assignee, and Assignee is purchasing and acquiring, among other things, certain assets connected with the Product, including right, title, and interest in and to the BMS Patents (as such term is defined in the Asset Purchase Agreement) listed on Schedule I hereto (the "BMS Patents");

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which we hereby acknowledged, BMS does hereby sell, assign, transfer, set over, and deliver to Assignee all rights, title and interest in and to:

- (i) the BMS Patents;
- (ii) all divisional, continuations, continuations-in-part, reissues, extensions, re-examinations or renewal applications related to the BMS Patents;
- (iii) all rights of enforcement and the right to damages for past infringement, misappropriation or other conflicts relating to the BMS Patents; and
- (iv) all other rights relating to the BMS Patents, to the extent such rights exist.


FURTHERMORE, BMS will, at the expense of Assignee (i) execute and deliver such further instruments including, without limitation, further instruments of assignment; and (ii) take such further actions as Assignee may reasonably request in order to register this Assignment of BMS Patents at the appropriate registries and to demonstrate Assignee's title to the BMS Patents.

FURTHERMORE, for avoidance of doubt, Assignee acknowledges and agrees that BMS makes no representations or warranties whatsoever with respect to the BMS Patents and the other assets and rights described in clauses (ii), (iii) and (iv) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights), except for those representations and warranties expressly set forth in Section 3.07 of the Asset Purchase Agreement.

The provisions of Section 11 of the Asset Purchase Agreement shall apply to this Assignment of BMS Patents to the extent relevant.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of BMS Patents as of the date first written above.

BRISTOL-MYERS SQUIBB COMPANY

By: 
Name: David T. Bonk
Title: Vice President and Associate General Counsel, Intellectual Property

WOMEN FIRST HEALTHCARE, INC.

By: _____
Name: Charles F. Caparole
Title: Chief Financial Officer

SCHEDULE I
BMS PATENTS

US patent application Serial No. 60/312,657, filed August 15, 2001;

US patent application Serial No. 60/315,832, filed August 29, 2001.