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OMB No. 0651-0027 (exp. 6/30/2005)

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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):

Novactyl, Inc.

11-25-02

2. Name and address of receiving party(ies)

Name: Upsher-Smith Laboratories,
Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other License Grant

Street Address: 14905 23rd Ave. No.City: Minneapolis State: MN Zip: 55447Execution Date: 11/06/2002 & 11/11/2002Additional name(s) & address(es) attached? ☐ Yes ☒ No

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: _____

A. Patent Application No.(s)

B. Patent No.(s) 5,767,135
6,127,393Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel C. Schulte

Internal Address: _____

Street Address: Kagan Binder, PLLC221 Main Street No., Suite 200City: Stillwater State: MN Zip: 550826. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41).....\$ 80.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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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.

Daniel C. Schulte

Name of Person Signing

D. Schulte

Signature

11/18/02

Date

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NOTICE OF EXCLUSIVE LICENSE GRANT

Whereas Novactyl, Inc., a Delaware corporation ("Licensor") having its principal offices at 1816 Lackland Hill Parkway, Suite 220, St. Louis, Missouri 63146, and Upsher-Smith Laboratories, Inc., a Minnesota corporation ("USL"), having its principal offices at 14905 23rd Avenue North, Minneapolis, Minnesota 55447, have agreed to terms of license pursuant to a License Agreement dated as of September 19, 2002 (the "License Agreement");

Whereas under the License Agreement, for good and valuable consideration, Licensor grants to USL and its affiliates (a) an exclusive, worldwide license under the Licensor Technology to develop, make, have made, lease, import, export, offer for sale, use, and sell the Licensed Product in the USL Field of Use, including without limitation any formulation of the Licensed Product; and (b) a Right of First Negotiation (i) for rights with respect to Derivatives of Picolinic Acid or Fusaric Acid within the USL Field of Use, and (ii) for rights for any human topical dermatological application of Licensed Product or the Licensor Technology outside the USL Field of Use.

Whereas Licensor has retained all rights to the Licensor Technology and the Licensed Product in and for use in all other fields of use.

Whereas, under the terms of license: the following terms have the following meanings:

"Licensed Patents" means

United States Patent Number 5,767,135, issued June 16, 1998, and
United States Patent Number 6,127,393, issued October 3, 2000,

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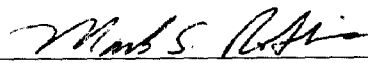
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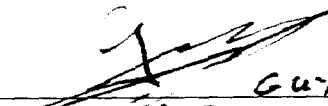
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For mutual consideration, the Licensor and USL agree to file this document with the United States Patent and Trademark Office as notice of the terms of license granted by the License Agreement.

UPSHER-SMITH
LABORATORIES, INC.

By 
Its V.P. Scientific & Legal Affairs
Date Nov. 11, 2002

NOVACTYL, INC.

By 
Its GUY DAESTNE
PRESIDENT & CEO
Date 11/6/02