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Signature

Oct 3, 2003  
Belaram Gupta

To the Commissioner of Patents. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**AVENTISSUB INC.**

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

Name: **CARDERM CAPITAL L.P.**  
Internal Address:  
Street Address: **300 Somerset Corporate Boulevard**  
City: **Bridgewater** State: **NJ** ZIP: **08807-2854**

Additional name(s) of conveying party(ies) attached? ☐ YES ☒ NO

3. Nature of Conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other **Contribution Agreement**

Additional name(s) and address(es) attached? ☐ YES ☒ NO

Execution Date: **April 20, 2001**

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): **6,187,791**

Additional numbers attached? ☐ YES ☒ NO

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

Name: **Balaram Gupta, Reg. No. 40,009**  
Internal Address: **Aventis Pharmaceuticals Inc.**  
Street Address: **Route 202-206 / P.O. Box 6800**  
City: **Bridgewater** State: **NJ** ZIP: **08807-0800**  
**\*\* FAX NUMBER: (908) 231-2626 \*\***

Our Reference No.:

6. Total number of applications and patents involved: **1**

7. Total (37 CFR 3.41):..... **\$40.00**

☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: **18-1982**

**DO NOT USE THIS SPACE**

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.

Balaram Gupta, Reg. No. 40,009  
Name of Person Signing

Belaram Gupta  
Signature

Date: **October 3, 2003**

Total number of pages comprising cover sheet: **17**

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**PATENT**

**700046722**

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**EXECUTION COPY**

**CONTRIBUTION AGREEMENT**

**by and between**

**AVENTISUB INC.,  
a Delaware corporation**

**and**

**CARDERM CAPITAL L.P.,  
a Delaware limited partnership**

**dated as of April 20, 2001**

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## CONTRIBUTION AGREEMENT

This **CONTRIBUTION AGREEMENT** (this "*Agreement*") is entered into by and between AVENTISUB INC., a Delaware corporation ("*Contributing Partner*"), and CARDERM CAPITAL L.P., a Delaware limited partnership (the "*Partnership*") as of April 20, 2001 (the "*Contribution Date*").

### INTRODUCTION

1. Contributing Partner owns the United States patent listed on **Exhibit A** hereto (the "*Assets*") which is licensed to Aventis Pharmaceuticals Inc. ("*API*") under that certain Allegra License Agreement dated as of the date hereof (the "*Allegra License Agreement*").

2. As its original Capital Contribution to the Partnership in exchange for its Interest in the Partnership, Contributing Partner wishes to contribute the Assets, subject to the rights of API as Licensee under the Allegra License Agreement.

3. The contribution of the Assets by Contributing Partner is subject to the terms and conditions of this Agreement and the Partnership Agreement (as hereinafter defined).

In consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**SECTION 1.1. Definitions.** For the purpose of this Agreement, the following terms have the following meanings:

"*Affiliate*" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person; (ii) any officer, director, general partner, member or trustee of such Person; or (iii) any Person who is an officer, director, general partner, or trustee of any Person described in clauses (i) or (ii) of this sentence. For purposes of this definition, the term "*controlling*," "*controlled by*" or "*under common control with*" shall mean, with respect to any Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"*Allegra License Agreement*" has the meaning set forth in the first paragraph of the Introduction hereto.

"*API*" has the meaning set forth in the first paragraph of the Introduction hereto.

**"Assets"** has the meaning set forth in the first paragraph of the Introduction hereto. No other property whatsoever, real or personal, tangible or intangible, is included in the Assets.

**"Contributing Partner"** means Aventisub Inc., a Delaware corporation.

**"Contribution Date"** means the date first above written.

**"Conveyance Instruments"** means all such documents or instruments of assignment, transfer, or conveyance, in each case dated the date hereof, as the parties and their respective counsel shall deem necessary or appropriate to transfer to the Partnership all of Contributing Partner's right, title and interest in and to the Assets, including without limitation, an assignment agreement substantially in the form of **Exhibit B** hereto, providing for the assignment and transfer of Contributing Partner's interest as Licensor under the Allegra License Agreement.

**"Encumbrances"** means any title defects, objections, liens, pledges, rights of first refusal, options, charges, security interests, mortgages, exceptions, variances, reservations, or other encumbrances of any nature whatsoever, other than Permitted Encumbrances.

**"Indemnatee"** means the Partnership and its successors and assigns and any of their respective partners, officers, directors, employees, agents and Affiliates other than Contributing Partner.

**"Law"** means all laws (statutory or otherwise), ordinances, rules, regulations, bylaws, Orders and codes of all governmental and regulatory authorities, whether United States Federal, state or local, which are applicable to the Assets.

**"Loss"** means any and all damage, loss, liability, claim, out-of-pocket cost and expense including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses.

**"Order"** means any order, writ, injunction, decree, judgment, award or determination of any court or governmental or regulatory authority.

**"Partnership"** means Carderm Capital L.P., a Delaware limited partnership.

**"Partnership Agreement"** means the Second Amended and Restated Agreement of Limited Partnership of Carderm Capital L.P., dated as of January 1, 2001, by and among Marion Merrell (Europe) AG, Marion Merrell Intercontinental, Ltd. and Marisub V, Inc.

**"Permitted Encumbrances"** means all encumbrances listed on **Exhibit C** hereto.

**"Person"** means any individual, partnership (whether general or limited and whether domestic or foreign), corporation, trust, estate, association, custodian, nominee or other entity.

**SECTION 1.2. Partnership Agreement Definitions.** Capitalized terms not otherwise defined herein shall have the meanings specified in the Partnership Agreement.

## **ARTICLE II CONTRIBUTION OF ASSETS BY CONTRIBUTING PARTNER**

Subject to the terms and conditions of this Agreement, Contributing Partner hereby assigns, transfers, and delivers to the Partnership, as its original Capital Contribution, all of Contributing Partner's right, title and interest in and to the Assets.

## **ARTICLE III EFFECT OF CONTRIBUTION**

In exchange for its original Capital Contribution, Contributing Partner (i) becomes a Limited Partner in the Partnership, (ii) receives its Interest as set forth in the Partnership Agreement and (iii) receives credit to its Partnership Capital Account, all pursuant to the terms of the Partnership Agreement.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF CONTRIBUTING PARTNER**

Contributing Partner hereby represents and warrants the following:

**SECTION 4.1. Organization.** (a) Contributing Partner is a corporation, duly organized, validly existing, and in good standing under the laws of Delaware with the corporate power and authority to own, lease, and operate its properties and assets and to carry on its business as now being conducted.

(b) The copies of the Certificate of Incorporation of Contributing Partner, as certified by the Secretary of State of Delaware, and the Bylaws of Contributing Partner, as certified by its Secretary or Assistant Secretary and delivered to the Partnership, are true, complete, and correct copies thereof.

**SECTION 4.2. Qualification.** Contributing Partner is duly licensed or qualified to do business as a foreign corporation, and is in good standing in each of the jurisdictions in which it owns or leases properties or conducts any business so as to require such licensing or qualification (except where the failure to be so licensed or qualified would not have a material adverse effect on the contribution of the Assets to the Partnership or on the Assets).

**SECTION 4.3. Authority.** Contributing Partner has the corporate power and authority to execute and deliver this Agreement and the Conveyance Instruments and to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Contributing Partner of this Agreement and the Conveyance Instruments and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by the Board of Directors of Contributing Partner. No other corporate proceedings, authorizations or approvals on the part of Contributing Partner or any

other person or entity, whether pursuant to the Certificate of Incorporation or Bylaws of Contributing Partner or by Law or otherwise, are necessary to authorize Contributing Partner to enter into this Agreement and the Conveyance Instruments, or to consummate the transactions contemplated hereby or thereby.

**SECTION 4.4. No Violations.** Neither the execution nor delivery of this Agreement or the Conveyance Instruments, nor the consummation of the transactions contemplated hereby or thereby (a) violates, or will violate, or conflicts with, or will conflict with, any Law to which Contributing Partner or any of its respective properties or assets are subject; (b) violates, or will violate, or conflicts with, or will conflict with, any provision of, or constitutes a default under or will constitute a default under, the Certificate of Incorporation or Bylaws of Contributing Partner; or (c)(i) conflicts with, or will conflict with, violates, or will violate, breaches or constitutes or will breach or constitute a material default (or an event which, with notice or lapse of time or both, would constitute a breach or material default) under, or give rise to a right to terminate, amend, accelerate, suspend, revoke or cancel, any mortgage, contract, agreement, deed of trust, license, lease, or other instrument, arrangement, commitment, obligation, understanding or restriction of any kind relating to the Assets and to which Contributing Partner is a party or by which its properties may be bound, or (ii) will cause, or give any person grounds to cause, to be accelerated (with notice or lapse of time or both) the maturity of, or will increase, any liability or obligation of Contributing Partner which violation, breach, default, liability or obligation, individually or in the aggregate, would have a material adverse effect on the contribution of the Assets to the Partnership or on the Assets.

**SECTION 4.5. Enforceability.** Each of this Agreement and the Conveyance Instruments is a legal, valid and binding obligation of Contributing Partner, enforceable against Contributing Partner in accordance with its terms (except, in each case, to the extent that enforcement is affected by laws pertaining to bankruptcy, reorganization, insolvency, and creditors' rights and by the availability of injunctive relief, specific performance, and other equitable remedies).

**SECTION 4.6. Consents and Permits.** (a) No consent is necessary under any contract or agreement to which Contributing Partner is a party or by which any of the Assets are bound to consummate the transactions contemplated by this Agreement or the Conveyance Instruments.

(b) No filing or registration with, or notification to, any governmental or regulatory authority or Order is necessary to consummate the transactions contemplated by this Agreement or the Conveyance Instruments. Contributing Partner is not, nor are its assets or properties subject to, any Order (nor, to the best knowledge of Contributing Partner, are there any Orders threatened to be imposed) which would have, or would be reasonably likely to have, a material adverse effect on the contribution of the Assets to the Partnership or on the Assets.

**SECTION 4.7. Title to Assets; Etc.** (a) The Assets exist and are in full force and effect.

(b) Contributing Partner has good and marketable title to the Assets, free and clear of any encumbrances except for Permitted Encumbrances and, upon the consummation of the transactions contemplated by this Agreement and the Conveyance Instruments, the Partnership

will have good and marketable title to the Assets, free and clear of any encumbrances, except for Permitted Encumbrances.

(c) No legal action, proceeding or claim (judicial or administrative) or governmental investigation has been asserted or is pending (nor, to the best knowledge of Contributing Partner, has any such legal action, proceeding or claim (judicial or administrative) or governmental investigation been threatened) (i) based upon or challenging or seeking to deny or restrict the use of any of the Assets or (ii) alleging that any services provided or products manufactured, leased or sold under the Assets are being provided, manufactured, leased or sold in violation of any patents of any Person, which would have, or would be reasonably likely to have, a material adverse effect on the contribution of the Assets to the Partnership or on the Assets. To the best knowledge of Contributing Partner, no third parties are infringing upon the Assets in a manner which would have, or would be reasonably likely to have, a material adverse effect on the contribution of the Assets to the Partnership or on the Assets. The consummation of the transactions contemplated by this Agreement and the Conveyance Instruments will not result in the termination or material impairment of any of the Assets.

(d) Licensing of the Assets by the Partnership to a third party will not, in and of itself, (i) require any filing or registration with, or notification to, or permit of, or any action or Order by any governmental or regulatory authority on the part of the Partnership; or (ii) violate or conflict with any applicable Law to which the Partnership or any of its respective properties or assets are subject.

**SECTION 4.8. Litigation.** There is no legal action, proceeding or claim (judicial or administrative) or governmental investigation pending or, to the best knowledge of Contributing Partner, threatened against Contributing Partner relating to the Assets which individually or in the aggregate (a) have, or would be reasonably likely to have, a material adverse effect on the contribution of the Assets to the Partnership or on the Assets, or (b) would affect the legality, validity or enforceability of this Agreement or the Conveyance Instruments or the consummation of the transactions contemplated hereby or thereby.

**SECTION 4.9. Taxes.** All United States Federal, state and other tax reports or returns required by applicable Law to be filed in connection with the Assets have been filed, all taxes attributable or relating to the Assets for any period or periods ending before the date hereof have been discharged, except for taxes (for which Contributing Partner will remain responsible) which (a) are being contested in good faith by appropriate proceedings and (b) will not have a material adverse effect on the contribution of the Assets to the Partnership or on the Assets.

## ARTICLE V COVENANT OF THE CONTRIBUTING PARTNER

To the extent required by this Agreement and the transactions contemplated hereby, Contributing Partner will obtain all consents, approvals, and authorizations necessary for the consummation of the transactions contemplated by this Agreement and the Conveyance Instruments; *provided, however*, that failure to obtain such consent, approval or authorization shall not be a default or breach under any provision of this Agreement so long as Contributing Partner indemnifies and holds the Partnership harmless for any and all Losses resulting from the



failure to obtain such consent, approval or authorization. The Partnership agrees to cooperate with Contributing Partner to the extent necessary in obtaining the aforementioned consents, approvals and authorizations.

## ARTICLE VI SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

**SECTION 6.1. *Survival; Indemnification.*** (a) The representations and warranties of Contributing Partner contained in Article IV hereof or in any certificate or other writing delivered pursuant to this Agreement shall survive after the Contribution Date.

(b) Contributing Partner hereby agrees to indemnify each Indemnitee against and agrees to hold it harmless from any Loss incurred or suffered by such Indemnitee (but with respect to any particular Indemnitee, excluding any such Loss incurred by reason of or arising as a result of the gross negligence or willful misconduct of such Indemnitee) arising out of, resulting from or relating to:

(i) the breach of any representation or warranty made by Contributing Partner in Article IV hereof or the Conveyance Instruments or in any document delivered by Contributing Partner pursuant to this Agreement or the Conveyance Instruments or the transactions contemplated hereby or thereby;

(ii) the breach of any covenant or agreement by Contributing Partner contained in this Agreement or the Conveyance Instruments; or

(iii) any and all Losses suffered or incurred by the Partnership by reason of or in connection with the ownership of the Assets by the Contributing Partner prior to the Contribution Date; *provided* that Contributing Partner shall not be liable for any settlement, compromise or consent to entry of any Order adjudicating or otherwise disposing of any Loss effected without its consent.

**SECTION 6.2. *Control of Litigation.*** (a) Each of the Indemnitees agrees to give prompt written notice to the Contributing Partner of the assertion of any third party claim, or the commencement of any third party suit, claim, action or proceeding in respect of which indemnity may be sought under Section 6.1(b) hereof and of any Loss which any such Indemnitee deems to be within the scope of Section 6.1(b) hereof (specifying with reasonable particularity the basis therefor) and will give the Contributing Partner such information with respect thereto as the Contributing Partner may reasonably request. The Contributing Partner shall at its own expense, assume the defense of any such suit, action or proceeding; *provided* that such Indemnitee shall, upon reasonable notice of the Contributing Partner, consult from time to time with respect to such suit, action or proceeding and provide the Contributing Partner with any documents or other items or access to any witness which the Contributing Partner deems necessary in connection with its defense of such suit, claim, action or proceeding. Contributing Partner may, in its sole discretion, defend, settle or compromise any such suit, action or claim, *provided* that the Contributing Partner shall be solely liable in respect of Losses arising therefrom (whether by payment of any judgment, settlement, amount or indemnity hereunder). If the Contributing

Partner chooses to defend or prosecute any claim, the Indemnatee hereto shall cooperate in the defense or prosecution thereof.

(b) The Contributing Partner shall not be liable under Section 6.1(b) hereof, with respect to any Loss resulting from a claim or demand the defense of which the Contributing Partner was not notified and offered the opportunity to assume, as provided under Section 6.2(a) hereof, to the extent the Contributing Partner is prejudiced as a result thereof. No investigation by any Indemnatee prior to the date hereof shall relieve Contributing Partner of any liability hereunder.

## ARTICLE VII CERTAIN TAX MATTERS

**SECTION 7.1. Transfer Taxes.** Contributing Partner shall pay or cause to be paid, all taxes (including stamp, sales and use taxes or recording fees, but excluding any taxes based on net income) imposed on any of the transfers of the Assets contemplated by this Agreement.

**SECTION 7.2. Cooperation on Tax Matters.** Contributing Partner and the Partnership shall, at Contributing Partner's expense, cooperate fully, as and to the extent reasonably requested by the other party, in connection with any audit, litigation or other proceeding in respect of all taxes in any way relating to the transactions contemplated by this Agreement. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. In furtherance of the foregoing, Contributing Partner and the Partnership agree (a) to retain all books and records that are relevant to the determination of tax liabilities pertinent to the Assets relating to any period ending on or prior to the Contribution Date until the expiration of the applicable statute of limitations, (b) to abide by all record retention agreements entered into with any taxing authority and (c) to give the other party reasonable written notice prior to destroying or discarding any such books and records and, if the other party so requests, allow such other party to take possession of such books and records.

## ARTICLE VIII LIMITED PARTNERS

Each limited partner of the Partnership shall be a third party beneficiary of this Agreement and shall be entitled to the rights and benefits of the Partnership set forth herein.

## ARTICLE IX MISCELLANEOUS PROVISIONS

**SECTION 9.1. Amendment and Modification.** This Agreement may be amended, modified or supplemented only by written agreement of the parties.

**SECTION 9.2. Waiver of Compliance; Consents.** Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived by the other party; *provided, however*, that any such waiver may be made only by a written instrument signed by the party granting such waiver; and *provided further*, that such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 9.2, with appropriate notice in accordance with Section 9.9 hereof.

**SECTION 9.3. Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any party may assign any of its rights under this Agreement, but no such assignment shall relieve it of its obligations under this Agreement. Except as expressly provided in Section 6.1(b) and Article VIII hereof, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties, any successors and permitted assigns, any right, remedy or claim under or by reason of this Agreement.

**SECTION 9.4. Expenses.** Except as otherwise expressly contemplated by this Agreement, whether or not the transactions contemplated by this Agreement shall be consummated, all fees and expenses (including all fees of counsel, actuaries and accountants) incurred by any party in connection with the negotiation and execution of this Agreement and the Conveyance Instruments shall be borne by such party.

**SECTION 9.5. Further Assurances.** From time to time at the request of Contributing Partner or the Partnership and without further consideration, each party, at its own expense, will execute and deliver such other documents, and take such other action, as Contributing Partner or the Partnership may reasonably request in order to consummate more effectively the transactions contemplated hereby and to vest in the Partnership good and marketable title to the Assets free and clear of any Encumbrances, except for Permitted Encumbrances.

**SECTION 9.6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to its conflicts of law doctrines).

**SECTION 9.7. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding Agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

**SECTION 9.8. Publicity.** Neither of the parties will make any disclosure of the transactions contemplated by this Agreement or the Conveyance Instruments or any discussions in connection therewith, without the prior written consent of the other party. The preceding sentence shall not apply to any disclosure required or appropriate to be made by Law or by the regulations of any stock exchange(s) as reasonably determined by counsel to the party determining that such disclosure is required, except that such party, whenever practicable, shall

consult with the other party concerning the timing and content of such disclosure before making it.

**SECTION 9.9. Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, received by registered or certified mail (return receipt requested) or sent via facsimile transmission to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Contributing Partner:

Aventisub Inc.  
c/o Aventis Pharmaceuticals Inc.  
300 Somerset Corporate Blvd.  
Bridgewater, NJ 08807-2854  
Attention: Treasurer  
Facsimile: (908) 243-7405

If to the Partnership:

Marion Merrell (Europe) AG, General Partner  
Carderm Capital L.P.  
c/o Aventis Pharmaceuticals Inc.  
300 Somerset Corporate Blvd.  
Bridgewater, NJ 08807-2854  
Attention: General Counsel  
Facsimile: (908) 243-7220

with a copy to:

Aventis Pharmaceuticals Inc.  
U.S. Highway 202-206  
Bridgewater, NJ 08807-0800  
Attention: Patent Counsel, Mail Stop EMC-G1  
Facsimile: (908) 231-2626

**SECTION 9.10. Specific Performance.** Each of the parties acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the parties under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. A party's right to specific performance shall be in addition to all other legal or equitable remedies available to such party.

**SECTION 9.11. Entire Agreement.** This Agreement, including the exhibits, schedules, other documents and instruments referred to herein, together with the Partnership Agreement, embodies the entire agreement and understanding of the parties hereto in respect of the subject

matter contained herein. This Agreement supersedes all prior agreements and understandings, both oral and written, between the parties with respect to such subject matter.

**SECTION 9.12. Severability.** If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 9.13. Consent to Jurisdiction.** Each of the parties hereto (a) irrevocably submits to the non-exclusive jurisdiction of any New York State or Delaware State court or Federal court sitting in New York County or Wilmington, Delaware in any action arising out of this Agreement, (b) agrees that all claims in such action may be decided in such court, (c) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (d) consents to the service of process by mail. A final judgment in any such action shall be conclusive and may be enforced in other jurisdictions. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

*[Signatures follow on next page]*

IN WITNESS WHEREOF, the parties hereto have duly executed this  
document as of the day and year first above written.

AVENTISUB INC.

By E. Todd Johnson  
Name: E. Todd Johnson  
Title: Vice President

CARDERM CAPITAL L.P.

By MARION MERRELL (EUROPE) AG  
as General Partner

By Bruno Gähwiler  
Name: Bruno Gähwiler  
Title: Member of the Board of Directors

**EXHIBIT A****ASSETS**

U.S. Patent No. 6,187,791, expiration May 11, 2012, which claims a method of treating allergies while avoiding cardiovascular side effects, and any reissues, continuations, continuations-in-part, substitutes, reexamination certificates, extensions and divisional applications thereof

**EXHIBIT B**  
**FORM OF**  
**ASSIGNMENT OF LICENSOR INTEREST**

**ASSIGNMENT AGREEMENT**, dated as of April 20, 2001, between AVENTISUB INC., a Delaware corporation ("**Assignor**") and CARDERM CAPITAL L.P., a Delaware limited partnership (the "**Partnership**" or "**Assignee**").

**INTRODUCTION**

Assignor is the owner of a United States patent (the "**Assets**") which Assignor has licensed to Aventis Pharmaceuticals Inc. ("**API**") pursuant to that certain Allegra License Agreement, dated as of the date hereof (the "**Allegra License Agreement**").

Concurrently with the execution of this Agreement, Assignor will contribute the Assets to Assignee in exchange for a limited partner interest in the Partnership. Assignee will receive the Assets from Assignor, subject to the rights of API as LICENSEE under the Allegra License Agreement. In connection with the contribution of the Assets, Assignor has agreed to assign to Assignee all of the rights and obligations of Assignor under the Allegra License Agreement, and Assignee has agreed to accept such assignment of rights and obligations.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of Assignor's rights and obligations under the Allegra License Agreement, and Assignee hereby accepts the assignment of such rights and obligations and agrees to be bound by the terms and conditions of the Allegra License Agreement as LICENSOR.
2. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
3. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.
4. **Consent to Jurisdiction.** Each of the parties hereto (a) irrevocably submits to the non-exclusive jurisdiction of any New York State or Delaware State court or Federal court sitting in New York County or Wilmington, Delaware in any action arising out of this Agreement, (b) agrees that all claims in such action may be decided in such court, (c) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (d) consents to the service of process by mail. A final judgment in any such action shall be conclusive and may be enforced in



**EXHIBIT C****PERMITTED ENCUMBRANCES**

1. Allegra License Agreement, dated as of April 20, 2001, between Aventisub Inc. (as Licensor) and Aventis Pharmaceuticals Inc. (as Licensee)
2. 1998 Sponsors' Agreement, dated as of September 10, 1998, between Aventis Pharmaceuticals Inc. (then named Hoechst Marion Roussel, Inc.) and Smithkline Beecham Corporation
3. Any New Drug Application ("NDA") relating to products containing the compound fexofenadine hydrochloride, and any NDA Supplement relating thereto, including NDAs Nos. 20-625, 20-786, and 20-872, that is or has been submitted to or approved by the U.S. Food and Drug Administration as of or at any time subsequent to the date hereof