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May 2, 2003

RECORDATION FORM COVER SHEET

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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):  
**Hewlett Healthcare Limited**
2. Name and address of receiving party(ies):  
Name: **Thornton & Ross Limited**  
Street Address: **Linthwaite**  
City: **Huddersfield**  
State: \_\_\_\_\_ Zip: **HD7 5QH** United Kingdom
3. Nature of Conveyance:  

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other		

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FINANCE SECTION

Execution Date: **April 22, 2002**

4. Application number(s) or registration number(s):  
If this document is being filed together with a new  
application, the execution date of the application is:

05/13/2003 DBYRNE 00000047 09701140

01 FC:8021

40.00 OP

(1780.DOC)

PATENT  
REEL: 014050 FRAME: 0523

A. Patent Application No.(s):  
09/701,140, Filed November 21, 2000

B. Patent No.(s):

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

Name: **Mark J. Burns, Esq.**

**HAUGEN LAW FIRM PLLP**

Street Address: **121 South Eighth Street, Suite 1130**

City: **Minneapolis** State: **MN** Zip: **55402**

U.S. Patent and Trademark Office

6. Number of applications and patents involved: **1**

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

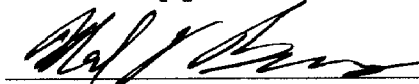
X A check is enclosed.

8. The Commissioner is authorized to charge any fees or refund any overpayment under 37 CFR 1.16 and 1.17 which may be required by this paper to Deposit Account No. 50-0789.

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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.



Date: May 2, 2003

Mark J. Burns

Total number of pages including  
cover sheet, attachments and document: **6**

DATED 22nd April 2002

**HEWLETT HEALTHCARE LIMITED**

- and -

**THORNTON & ROSS LIMITED**

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**ASSIGNMENT OF PATENT  
APPLICATION**

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Kuit Steinart Levy  
Solicitors  
3, St. Mary's Parsonage  
Manchester M3 2RD  
Telephone: 0161 832 3434  
Facsimile: 0161 832 6650  
Reference: CMH/MB/CMH818/PA  
22<sup>nd</sup> April 2002

ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made as of the 22nd day of April 2002

BETWEEN:

- (1) **HEWLETT HEALTHCARE LIMITED** a private company limited by shares and registered in England under company number 3098672 and having its registered office at 27 Granby Street, Loughborough, Leicestershire LE11 3DU England and its corporate address at 10 Church Street, Lockington, Derby DE74 2RH ("the Assignor")
- (2) **THORNTON & ROSS LIMITED** a company limited by shares and registered in England under company number 185947 and having its registered office at Linthwaite, Huddersfield, HD7 5QH ("the Assignee")

WHEREAS:

- (A) The Assignor is the registered Owner or has made application for a patent in the U.K. by application number 9911733.5 ("the U.K. Patent") for a European Patent by application number 99922371.2 ("the European Patent") for a patent in Canada by application number 2330330.2 ("the Canadian Patent") for a patent in Japan by application number 2000-550458 ("the Japanese Patent") and for a patent in the United States of America by application number 09/701140 ("the US Patent") in respect of an invention the title of which is "Formulations for topical administration" ("the Invention")
- (B) By an Agreement dated 22nd April 2002 and made between the parties hereto ("the Agreement") the Assignor has agreed to assign to the Assignee the U.K. Patent the European Patent the Canadian Patent, the Japanese Patent and the US Patent or the applications therefore (as the case may be) and the Invention together with all its right, title and interest therein upon the terms and conditions set out below

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the sum of £450,000 (Four hundred and fifty thousand pounds) to be paid by the Assignee as provided in the Agreement (the receipt of £90,000 (Ninety thousand pounds) of which the Assignor hereby acknowledges) the Assignor with full title guarantee hereby assigns to the Assignee:-

- (i) all the right and title to and interest in the Invention and the full and exclusive benefit of the Invention in the U.K. Europe, Canada, Japan and the United States of America;
- (ii) all of the rights to and in the U.K. Patent the European Patent, the Canadian Patent, the Japanese Patent and the US Patent and the right to apply to each of the National Patent Offices in the Designated Countries to be registered as Proprietor in that country; and
- (iii) the right to recover and take all such proceedings as may be necessary for the recovery of damages and otherwise in respect of all infringements of the Patents whether committed before or after the date of this Assignment

**TO HOLD** the same unto the Assignee absolutely

IN WITNESS whereof the Assignor and the Assignee have executed this Assignment as a

Deed the day and year first before written

EXECUTED as a DEED by )  
HEWLETT HEALTHCARE )  
LIMITED acting by: )

JAMES MAGNOR  
Director

*James Magnor*

MARGARET BELL  
Director/Secretary

*M Bell*

EXECUTED as a DEED by )  
THORNTON & ROSS LIMITED )  
acting by: )

D & T GREIG  
Director

*David T Greig*

DENNO GEORGE  
Director/Secretary

*D George*