



To the Director, U.S. Patent and Trademark Office

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original documents or copy thereof.

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<p>1. Name of conveying party(ies): (List if multiple parties)</p> <p>Bristol-Myers Squibb Company <i>3.26.04</i></p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Women First Healthcare, Inc.</p> <p>Street Address: 5355 Mira Sorrento Place Suite 700</p> <p>City: San Diego State: CA ZIP: 92121</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>						
<p>3. Nature of conveyance:</p> <p>(X) Assignment</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>July 25, 2002</p> <p>03/03/2004 JADD01 00000065 10788728 04 FC:0021 40.00 OP</p>	<p>4. Application number(s) or Patent number(s):</p> <p>(X) Application(s) filed herewith Declaration Execution Date(s):</p> <table border="1"> <tr> <td>1. September 27, 2001</td> <td>4. September 27, 2001</td> </tr> <tr> <td>2. September 28, 2001</td> <td>5. September 27, 2001</td> </tr> <tr> <td>3. September 27, 2001</td> <td>6. September 28, 2001</td> </tr> </table> <p>Additional numbers attached?</p> <p>() Yes (X) No <i>10788728</i></p>	1. September 27, 2001	4. September 27, 2001	2. September 28, 2001	5. September 27, 2001	3. September 27, 2001	6. September 28, 2001
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erik T. Anderson KNOBBE, MARTENS, OLSON & BEAR, LLP</p> <p>Customer No. 20,995</p> <p>Internal Address: Fourteenth Floor</p> <p>Street Address: 2040 Main Street</p> <p>City: Irvine State: CA ZIP: 92614</p> <p>Attorney's Docket No.: WFRST.006C1</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Enclosed</p> <p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>						
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Erik T. Anderson</u> Name of Person Signing</p> <p><u></u> Signature</p> <p><u>2/26/04</u> Date</p> <p><u>52,559</u> Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 4</p>							

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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 Director, U.S. Patent and Trademark Office
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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.