

Form PTO-1595 (Rev. 03/01) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
PATENTS ONLY
 OMB No. 0651-0027 (exp. 5/31/2002)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
 Krishna G. PERI
 Serge MOFFETT
 Daniel ABRAN

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

2. Name and address of receiving party(ies)
 Name: THE RATECHNOLOGIES INC.
 Internal Address: _____
 Street Address: _____
 2310 Boulevard Alfred-Nobel
 City: St-Laurent
 Province: Québec
 Country: Canada Zip: H4S 2A4
 Additional name(s) & address(es) attached: Yes No


3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: August 5, 2004

4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the new application is: _____
 A. Patent Application No.(s): 10/401,397
 B. Patent No.(s): _____
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Mitchell Bernstein, Ph.D.
DARBY & DARBY P.C.
 Internal Address: Atty. Dkt.: 04518/100M674-US1
 Street Address: _____
P.O. Box 5257
 City: New York State: NY Zip: 10150-5257

6. Total number of applications and patents involved: 1
 7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to credit card (Form 2038 enclosed)
 8. Deposit account number: 04-0100
 (Attach duplicate copy of this page if paying by deposit account)

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.
Mitchell Bernstein, Ph.D. - 46,550  September 3, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

CH \$40.00 040100 10401397

4518/1M674US1

ASSIGNMENT

WHEREAS, we, 1. Krishna G. PERI; 2. Serge MOFFETT and 3. Daniel ABRAN, citizens of Canada residing at, respectively, 1. 3130 Toupin Street, Montreal, Quebec H4K 1Y8, Canada; 2. 755 Boul. Montpellier, Apt. 608, Saint-Laurent, Quebec H4L 4R1, Canada and; 3. 2651 Justine Poirier, Vaudreuil-Dorion, Quebec H7V 8Z1, Canada, have made certain inventions and discoveries disclosed in Patent Application Serial No. 10/401,397, entitled **METHODS AND COMPOUNDS FOR PREVENTION AND TREATMENT OF ELEVATED INTRAOCULAR PRESSURE AND RELATED CONDITIONS**, filed on March 27, 2003 (hereinafter referred to as the "Application");

AND WHEREAS, THERATECHNOLOGIES INC., whose full post office address is 2310 Boulevard Alfred-Nobel, Saint-Laurent, Québec H4S 2A4, (hereinafter referred to as the "Assignee") is desirous of acquiring the entire right, title, and interest in and to said inventions and discoveries, and in and to the Application inclusive of any and all priority rights derived therefrom for any and all countries in the world, and in and to any and all Letters Patent issuing in any and all countries in the world, to be granted for said inventions and discoveries based on said Application or on patent applications filed in any country claiming priority from said Application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the assignors, do hereby sell, assign, transfer, and set over unto the Assignee, its successors and assigns, our entire right, title, and interest in and to the inventions and discoveries disclosed in the Application, and in and to the Application and any continuations or divisions thereof and all priority rights derived therefrom, and in and to any and all patent applications and any continuations or divisions thereof filed in any country claiming priority from the Application, and in and to all Letters Patent which may be granted upon the Application or upon patent applications filed in any and all countries in the world claiming priority from the Application, and in and to any and all reissues, substitutions, or prolongations thereof; the same to be held and enjoyed by the Assignee for its own use and behoof, and for the use and behoof of its successors and assigns, to the full end of the term or terms for which said Letters Patent, or reissues, substitutions, or prolongations thereof may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made;

AND we hereby agree that, upon request, and without further consideration, but at the expense of the Assignee, we will communicate to the Assignee or its representatives or nominees any facts known to us respecting said inventions and discoveries and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths and generally aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper

PATENT
REEL: 015104 FRAME: 0981

patent protect for said inventions and discoveries in all countries, and we further agree to execute any and all further papers which may be necessary or desirable to vest or perfect the title of the Assignee, its successors and assigns, in and to said inventions and discoveries, and in and to any and all Letters Patent or reissues thereof which may be granted upon applications in any and all countries in the world.

AND we hereby authorize and request any official whose duty it is to issue patents to issue each and every Letters Patent to be granted upon the aforesaid applications in any and all countries, and each and every reissue of said Letters Patent, to the Assignee, its successors and assigns, as the assignee of our entire right, title and interest therein, in accordance with this assignment.

THIS assignment made effective as of March 27, 2003.

Tel que convenu par le cessionnaire et le cedant, cette cession a été rédigée en anglais.
As agreed by both the assignees and the assignor, this assignment has been drawn up in English.

SIGNED at ~~St. Laurent~~ ^{MONTREAL}, this 5th day of August, 2004
E Branceen
WITNESS
Krishna G. PERI

SIGNED at ~~St. Laurent~~ ^{MONTREAL}, this 5th day of August, 2004
[Signature]
WITNESS
Serge MOFFETT

SIGNED at St. Laurent, this 5th day of August, 2004
E Branceen
WITNESS
Daniel ABRAN

ACKNOWLEDGED AND ACCEPTED at St. Laurent, this 6th day of August, 2004.

THERATECHNOLOGIES INC.

BY: [Signature]
GILBERT ANDRÉ

print name

Vice-President
title

CORPORATE DEVELOPMENT