

## RECORDATION FORM COVER SHEET

U.S. Department of Commerce  
U.S. Patent and Trademark Office

FORM PTO-1595

(Rev. 06/04)

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

## PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

HAUSER, INC.

Execution Date(s) November 19, 2003Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Name and address of receiving party(ies)

WYETH  
FIVE GIRALDA FARMS  
MADISON, NEW JERSEY 07940Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

4. Application or patent number(s): ☐ This document is being filed together with a new application.

A. Patent Application No.(s)

60/236,515

09/845,043

09/949,285

B. Patent No.(s)

6,225,354

6,596,776

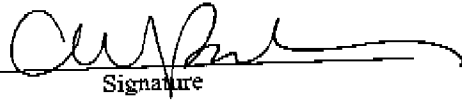
Additional numbers attached? ☐ Yes ☒ No

5. Name and Address to whom correspondence concerning document should be mailed:

Name: Carol W. Burton, Esq.Internal Address: Hogan & Hartson LLPOne Tabor Center1200 17th Street, Suite 1500Street Address: same as aboveCity: Denver State: CO Zip: 802026. Total number of applications and patents involved: 57. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit account number 50-1123  
Authorized User Name CAROL W. BURTON, ESQ.9. Signature: 

Signature

SEPTEMBER 13, 2004  
DateCAROL W. BURTON, ESQ.  
Name of Person signingTotal number of pages including cover sheet, attachments and document: 6

Mail documents to be recorded with required cover sheet information to:  
 Mail Stop Assignment Recordation Services  
 Director of the U.S. Patent & Trademark Offices  
 P.O. Box 1450,  
 Alexandria, VA 22313-1450

PATENT

REEL: 015134 FRAME: 0467

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment"), is made as of the 19th day of November, 2003, from Hauser Inc., a Delaware corporation (the "Assignor"), to Wyeth, a Delaware corporation, acting through its Wyeth Consumer Healthcare division (the "Assignee").

WHEREAS, Assignor is the owner of certain Patent Rights (as defined below);

WHEREAS, Assignee is desirous of acquiring the Patent Rights;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 26, 2003 (the "Purchase Agreement"); and

WHEREAS, Assignee and Assignor now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the sale, transfer and assignment to Assignee of all right, title and interest in, to and under the Patent Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over unto Assignee, its successors, legal representatives and assigns, all of its right, title and interest in, to and under the Patent Rights, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, fully and entirely as if the same would have been held and enjoyed by Assignor if this Assignment had not been made. As used in this Assignment, "Patent Rights" shall mean all patents and patent applications of any kind used or useful in, or otherwise relating to, the research, development, manufacture and commercialization of any product or proposed product containing, in whole or in part, a mixture of "long chain" primary aliphatic alcohols (including without limitation all patents and patent applications set forth in Schedule A attached hereto), any inventions described therein and/or relating thereto, all patent rights and rights of priority, all patent disclosures, improvements and all statutory invention registrations, including without limitation any United States and foreign rights in patents, patent applications, provisional patents and applications, rights of priority and inventions covered thereby, and all continuing applications, reissues, divisions, continuations, continuations in part, extensions, renewals and reexaminations of any of the foregoing in the United States and throughout the world to the full end of the term or terms for which any Letters Patent(s) based on any of the foregoing issue, including all claims, if any, that may have arisen for infringement prior to the date of this Assignment.

2. Recordation. If Assignee elects to record this Assignment with the U.S. Patent & Trademark Office (or any equivalent State agency) or any like office of any country or countries foreign to the United States, Assignee shall bear all costs and fees associated with such recording. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any like official of any State or any country or countries

foreign to the United States whose duty it is to issue patents on applications as aforesaid, to transfer all such Patent Rights to Assignee as owner of the entire right, title and interest therein or otherwise as Assignee may direct, and to issue to Assignee, its successors, legal representatives and assigns, all patents which may issue with respect to any such applications, in accordance with the terms of this instrument.

3. Further Assurances. The Assignor agrees to execute all papers necessary in connection with the provisional applications and with any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) in the United States and throughout the world thereon or thereof and also to execute separate assignments in connection with such applications as may be reasonably necessary. Assignor shall be reimbursed for all reasonable and documented expenses incurred by Assignor in providing such cooperation.

[Signature Page Follows]

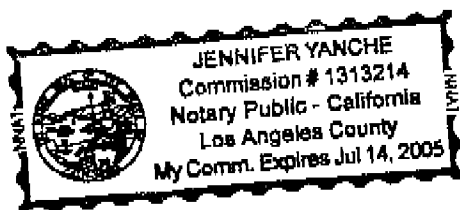
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer, as of the date first above written.

ASSIGNOR: HAUSER, INC.

By: [Signature]  
 Name: Kenneth C. Cleveland  
 Title: President and Chief Executive Officer

STATE OF California )  
 ) ss  
 COUNTY OF Los Angeles )

On this 19 day of November, 2003, personally appeared before me Kenneth Cleveland, known to me to be President + CEO of Hauser, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Hauser Inc.



[Signature]  
 Notary Public  
 My commission expires: July 14, 2005

AGREED AND ACKNOWLEDGED:  
 WYETH CONSUMER HEALTHCARE DIVISION

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer, as of the date first above written.

ASSIGNOR: HAUSER, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, personally appeared before me \_\_\_\_\_, known to me to be \_\_\_\_\_ of \_\_\_\_\_, who acknowledged that he/she signed this instrument as a free act on behalf of Hauser, Inc.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

AGREED AND ACKNOWLEDGED:  
WYETH, ACTING THROUGH ITS  
WYETH CONSUMER HEALTHCARE DIVISION

By: \_\_\_\_\_  
Name: Gregory Bobyock  
Title: VP, Global Business Dev & Strat. Planlg

**SCHEDULE A****Patents and/or Patent Applications**

Country	Application No.	Filing Date	Patent No.	Grant Date	Status
U.S.	09/337,339	6/21/1999	6,225,354	5/1/2001	Granted
Australia	64046/00	6/20/2000	Pending		Pending
Canada	2,375,396	6/20/2000	Pending		Pending
European	00951057.9	6/20/2000	Pending		Pending
Japan	2001-504867	6/20/2000	Pending		Pending
New Zealand	516386	6/20/2000	Pending		Pending
PCT	PCT/US00-40236	6/20/2000	National Filings Completed		Closed
U.S. Prov.	60/236,515	9/29/2000	Non-prov filed.		Closed
U.S.	09/845,043	4/27/2001	n/a	n/a	Abandoned
PCT	PCT/US02/13234	4/26/2002	National Stage		National Stage
U.S.	09/949,285	9/7/2001	n/a	n/a	Abandoned
U.S.	10/133,986	4/25/2002	6,596,776	7/22/2003	Granted
U.S.	New filing	7/18/2003	Pending		Pending

**PATENT****RECORDED: 09/13/2004****REEL: 015134 FRAME: 0472**