



04-22-2004

Form PTO-1595 (Rev. 10/02)

RE

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



Tab settings

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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):

1. Gary E. Borodic

4/19/04

2. Name and address of receiving party(ies)

Name: Botulinum Toxin Research Associates, Inc.

Internal Address: _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

1. 04/15/04

Street Address: 1261 Furnace Brook Parkway

City: Quincy State: MA Zip: 02169

Execution Date: _____

Additional name(s) & address(es) attached? Yes No

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)
10/740,755

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Einar Stole

Internal Address: Milbank, Tweed, Hadley & McCloy LLP

Street Address: 1825 Eye Street, N.W., #1100

City: Washington State: D.C. Zip: 20006

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

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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.

Einar Stole

Name of Person Signing

Signature

04/19/04

Date

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

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Mail documents to be recorded with required cover sheet information to:

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Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8021

PATENT
REEL: 015231 FRAME: 0048

PATENT

Docket No. 33677.00000US

ASSIGNMENT FOR PATENT

WHEREAS:

(full name(s) and post office address(s) of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

(title of discovery or invention)

[] for which application for Letters Patent of the United States has been executed on even date herewith,

[X] for which an application for Letters Patent of the United States has been filed on December 22, 2003, under Serial No. U.S. Application Serial No. 10/740,755, and

WHEREAS:

Botulinum Toxin Research Associates, Inc., 1261 Furnace Brook Parkway, Quincy, MA 01269

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discover or invention, and execute and deliver and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that it reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or re-filings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discover in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Name of First Assignor: Borodic, Gary
Address: 90 Kennington Road, Canton, MA 02021

* Assignor's Signature: Gary S. Borodic

* Date: 4/16/04

Citizenship: US

DCI: #8100826