

Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET 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):**  
Nasaleze Limited

**2. Name and address of receiving party(ies)**  
Name: Nasaleze Patents Limited

Execution Date(s) 08/27/2004

Street Address: 6 The Shipyard

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

City: Ramsey

**3. Nature of conveyance:**

State: Isle of Man

Country: British Isles Zip: IM8 3DN

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

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

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)  
10/467,773

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

**6. Total number of applications and patents involved:** 1

Name: Wilmer Cutler Pickering Hale and Dorr LLP

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

Internal Address: Kristin M. Joslyn, Reg. No. 47,692

- Authorized to be charged by credit card
- Authorized to be charged to deposit account

Street Address: 399 Park Avenue

- Enclosed
- None required (government interest not affecting title)

City: New York

**8. Payment Information**

State: NY Zip: 10022

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

Phone Number: (212) 937-7244

b. Deposit Account Number 08-0219

Fax Number: (212) 230-8888

Authorized User Name \_\_\_\_\_

Email Address: kristin.joslyn@wilmerhale.com

**9. Signature:** Kristin M Joslyn  
Signature

12/22/2004  
Date

Kristin M. Joslyn, Reg. No. 47,692  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USP

CH \$40.00 080219 10467773

DATED 27th August 2004

(1) **NASALEZE LIMITED**

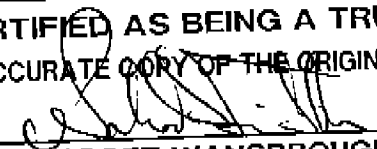
- and -

(2) **NASALEZE PATENTS LIMITED**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY IN "NASALEZE"**

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CERTIFIED COPY  
CERTIFIED AS BEING A TRUE  
& ACCURATE COPY OF THE ORIGINAL  
  
BEACHCROFT WANSBROUGHS  
01/09/04

  
**Beachcroft  
Wansbroughs**

7 Park Square East Leeds LS1 2LW  
DX 14099 Leeds Park Square

Tel: 0113 251 4700 Fax: 0113 251 4900



INVESTOR IN PEOPLE

**PATENT**  
**REEL: 015484 FRAME: 0745**

THIS ASSIGNMENT is made the 27 day of August 2004

**BETWEEN:**

- (1) **NASALEZE LIMITED** a company incorporated in the Isle of Man with number O99463C whose registered office is at 8 Myrtle Street, Douglas, Isle Of Man IM1 1ED ("NL"); and
- (2) **NASALEZE PATENTS LIMITED** a company incorporated in the Isle of Man with number 110818C whose registered office is at 6 The Shipyard, Ramsey Isle Of Man IM8 3DN ("NP")

**WHEREAS:**

- (A) NL is the proprietor of Registered Trade Marks and Patents and applications for registration, (the "Registered Intellectual Property" as set out in Schedule 1) together with certain unregistered trade marks and other Intellectual Property rights in respect of the product and dispenser marketed as a respiratory tract remedy under the name "Nasaleze" as set out at Schedule 2 (together the "Intellectual Property Rights").
- (B) NL has agreed to assign to NP all the Intellectual Property Rights in the Nasaleze brand and product on the terms set out below.

**AGREED TERMS****1. ASSIGNMENT**

In consideration of the issue of 50 ordinary £1 shares in NP to NL (receipt of which the hereby NL acknowledges) NL with full title guarantee assigns to NP all of the Intellectual Property Rights including:

- 1.1 the right to apply for registered or similar protection conferred by the laws of the United Kingdom and all other countries of the world for the Intellectual Property Rights and in each case for the remainder of the term or, as applicable, for the full term of the same including any renewals, extensions or revivals; and
- 1.2 all the benefit of the Registered Intellectual Property including the benefit of the applications for registration with the intention that when the registrations are granted the registration will vest in NP together with the right to apply for similar protection in any other country, including the benefit of the priority date or dates and all right, title and interest in the same, together with all related rights and powers arising or accrued including the right to sue for damages and other remedies in respect of any infringement of all these assigned rights prior to the date of this agreement.

**2. WARRANTIES**

NL warrants as at the date of its assignment that:

- 2.1 the Intellectual Property Rights have not been copied wholly or substantially from any other work or material and that the exercise by NP of the rights assigned to it will not infringe the rights of any third party;
- 2.2 the Registered Intellectual Property has been maintained and is in force, with all relevant renewal fees paid; and
- 2.3 it has not granted or assigned any rights of any nature in the Nasaleze brand and product to any third party in any part of the world (save for rights granted to Nasaleze International Limited and Kisska International Limited).

**3. FURTHER ASSURANCE**

NL undertakes at the expense of NP to bring into effect or do all acts and execute all documents which may be necessary to confirm the title of NP to the rights assigned under this assignment.

**4. INDEMNITY**

NL shall indemnify NP against all and any loss, damages or costs sustained by NP arising out of any breach by NL of any of its warranties under this agreement and, at the request of NP, it shall provide all reasonable assistance to enable NP to resist any claim, action or proceedings brought against NP as a consequence of that breach.

**5. LAW AND JURISDICTION**

The assignment shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to this assignment. This assignment has been entered into on the date stated at the beginning of this document.

Beachcroft, Wansbroughs

**SCHEDULE 1**

**Registered Intellectual Property**

Case Ref. country	Applicant/Proprietor	Trade Mark/ Patent	Application/ Registration Number	Class(es)	Application/ Registration Date	Status	Renewal Date
44896AU1 Australia	Nasaleze Limited	NASALEZE	975349	05	22/10/2003	Pending	
42662CTM1 Community Trade Mark	Nasaleze Limited	NASALEZE	2922367	05,10	06/11/2002	Results received	
44295CTM1 Community Trade Mark	Nasaleze Limited	NASALERG	3242741	05,10	26/06/2003	Published	
40422EP1 European Patent Office	Nasaleze Limited	Patent - Apparatus for Dispensing Powdered Material	1368090		08/02/2002	Pending	28/02/2002
44296IL1 38207GB1	Nasaleze Limited Nasaleze Limited	NASALEZE Patent - Dispensing Powder Material	165391 GB2378176	05	29/06/2003 19/03/2001	Pending Awaiting exam report	
21942GB1 40422US1 United States of America	Nasaleze Limited Nasaleze Limited	NASALEZE Patent - Apparatus for Dispensing Powdered Material	1514208 10/467, 773	05	03/09/1993 08/02/2002	Registered Pending	08/09/2009
3778214 Community Trade Mark	Nasaleze Limited	Sneezeze	003778214	05,10	19/04/2004	Classification checked	

**SCHEDULE 2**

**Intellectual Property Rights assigned under this agreement**

All the technical information, patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names and any distinctive tastes, smells or sounds used to differentiate the goods and services), domain names, registered designs, design rights, copyright and moral rights (in each case for the full period thereof and all extensions and renewals thereof), applications for any of the foregoing and the right to apply for or claim priority in respect of any of the foregoing in any part of the world and any similar rights situated in any country in respect of the respiratory tract remedy known as "Nasaleze" (including the dispenser and packaging) and including all the Registered Intellectual Property;

Signed by **MIKE JAMES** by and on behalf of  
**NASALEZE LIMITED**

*Mike James*

Signed by **PAUL DUXBURY** by and on behalf of  
**NASALEZE PATENTS LIMITED**

*Paul Duxbury*