

Form PTO-1595 (Rev. 06/04)
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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):
Hexal AG

Execution Dates: April 21, 2005

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

2. Name and address of receiving party(ies)

Name: Siemens & Co. und Quellenprodukte des Staatbades

Internal Address: _____

Street Address: _____

Bad Ems GmbH & Co. KG
Arzbacher Straße 78

City: Bad Ems

State: _____

Country: Germany Zip: 56130

Additional 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):

A. Patent Application No.(s)
10/493,003

Additional numbers attached? Yes No

This document is being filed together with a new application.

B. Patent No.(s)

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

Name: Jan K. Simpson
FULBRIGHT & JAWORSKI L.L.P.

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6. Total number of applications and patents involved: 1

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

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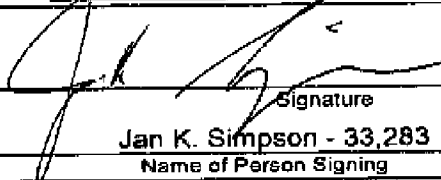
Enclosed

None required (government interest not affecting title)

8. Payment Information:

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9. Signature.  _____

Signature _____ Date May 11, 2005

Jan K. Simpson - 33,283
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

CH \$40.00 062376 10493003

ASSIGNMENT

WHEREAS, made by Hexal AG, a corporation organized under and pursuant to the laws of Germany (hereinafter referred to as ASSIGNOR), having its principal place of business at Industriestrasse 25, 83607 Holzkirchen, Germany;

WHEREAS, Assignor has ownership of the invention titled NASAL SPRAY with certain new and useful improvements, set forth in a Patent application for which an International Application was filed on October 16, 2002, PCT/DE02/03913, designating the United States;

WHEREAS, Siemens & Co. Heilwasser und Quellenprodukte des Staatsbades, corporation organized under and pursuant to the laws of Germany having its principal place of business at Bad Ems GmbH & Co. KG, Arzbacher StraÙe 78, 56130 Bad Ems, Germany (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to the said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patents, including all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which claim priority to one or more of the filing dates and all extensions, renewals and reissues thereof; the same to be held and enjoyed by the said ASSIGNEE, its successors, assigns and legal representatives as fully and entirely as the same would have been held by the said ASSIGNOR had this assignment and sale not been made.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations

and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document: All practitioners at Customer Number 26271.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

HEXAL AG

By: D. Zeh-Herwerth
Name Dr. Dagmar Zeh-Herwerth
Title: Head of Patent Department
21/4/05