4/11/05

Docket No.: 18317Z (PC22101B)

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp.5/31/2002)
P08A/REV03

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04-14-2005

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Director of the [illegible]tates Patent and Tradema

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I documents or copy thereof.

1. Name of conveying party(ies):
Aventis Pharma S.A.

Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Pfizer, Inc.**

Address: **235 East 42nd Street**

City: **New York** State/Prov.: **NY**

Country: **USA** ZIP: **10017**

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

3. Nature of conveyance:

☒ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: **September 1, 2004**

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

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.	Filing date	B. Patent No.(s)	
		6,794,370	**Issued Sept. 21, 2004**

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Adrian G. Looney**

Registration No. **41,406**

Address: **Pfizer, Inc.**

235 East 42nd Street

City: **New York** State/Prov.: **NY**

Country: **USA** ZIP: **10017**

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

7. Total fee (37 CFR 3.41):.....$ **40.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

19-1013/SSMP

(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.

Peter I. Bernstein — Name of Person Signing

Signature

April 8, 2005 — Date

Total number of pages including cover sheet, attachments, and document: **9**

04/13/2005 DBYRNE 00000282 6794370
01 FC:8021 40.00 OP

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

STAGE 1 PATENT ASSIGNMENT AGREEMENT

This Stage 1 Patent Assignment Agreement (the ""Agreement") is made as of the 1st day of September, 2004, by and between Aventis Pharma S.A., a French corporation (the "Assignor") and Pfizer Inc, a Delaware corporation (the "Assignee"). The Assignor and the Assignee are individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Sanofi-Aventis, formerly known as Sanofi-Synthélabo, and the Assignee signed on 25 June 2004 an asset purchase agreement (the "Master Agreement") for the sale by Sanofi-Synthélabo of all assets relating to the Compound and/or the Product including certain patent rights and clinical trials relating to the Product in the Pfizer Territory (such latter assets being hereafter defined as the "Stage 1 Assets"), upon certain conditions precedent and in order to accomplish the remedial purpose of the FTC Consent Order as well as the commitments attached to the decision of the European Commission COMP/M. 3354;

WHEREAS, on the date hereof all of the conditions precedent set forth in the Master Agreement relating to the Stage 1 Assets have been fulfilled;

WHEREAS, pursuant to article 4.4(a) of the Master Agreement, on the date of closing of the Stage 1 Assets, various agreements shall be entered into between Sanofi-Aventis (or its Affiliates including Assignee) and Assignee including a Stage 1 Patent Assignment Agreement between Assignor and Assignee according to which Assignor shall assign, transfer, convey and deliver to Assignee all its rights, title and interest in certain patents in the Pfizer Territory;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

1.1 "Affiliate" means, in relation to any Person, any other Person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, that first Person. As used in this Agreement, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of (a) management or policies (whether through ownership of securities or partnership or other ownership interest, by contract or otherwise) or (b) at least fifty percent (50%) of the issued share capital (whether directly or pursuant to any option, warrant or other similar arrangement) or other applicable profit interests.

1.2 "Compound" means the chemical compound identified as irinotecan, having the chemical name (+)-(4S)-4,11-diethyl-3,4,12,14-tetrahydro-4-hydroxy-3,14-dioxy-1H-

pyrano[3',4':6,7]-indolizino(1,2-b)quinolin-9-yl-(1,4'-bipiperidine)-1'-carboxylate, its pharmaceutically acceptable salts, derivatives, prodrugs, and solvates (including but not limited to mono or poly-hydrates) thereof.

1.3 "FTC Consent Order" means the agreement containing consent orders entered into by Sanofi-Synthélabo, Assignor and the FTC relating to the tender offer completed by Sanofi-Synthélabo with respect to Assignor.

1.4 "FTC" means the United States Federal Trade Commission.

1.5 "Patents" means all patents listed in Schedule 1.

1.6 "Person" means any individual, firm, corporation, partnership, limited liability company, trust, joint venture or other entity.

1.7 "Pfizer Territory" means the United States, its territories and possessions, Canada, Mexico, Latin America, Australia, New Zealand and non-French speaking countries of the Caribbean (Trinidad, Tobago, Barbados, Netherlands Antilles, including Curacao, Aruba, St. Marteen and Bonaire, Antigua, St. Lucia, Dominica, St. Kitts, Anguila, Jamaica, Cayman Islands, the Dominican Republic and the Bahamas).

1.8 "Product" means Campto® and any other pharmaceutical product containing the Compound as an active ingredient, whether alone or in combination with other active ingredients.

1.9 The following additional terms are terms that are defined in other Sections of this agreement, as specifically indicated below:

- "Agreement" shall have the meaning set forth in the Preamble;

-"Assignee" shall have the meaning set forth in the Preamble;

- "Assignor" shall have the meaning set forth in the Preamble;

- "Party" or "Parties" shall have the meaning set forth in the Preamble;

Unless otherwise indicated, capitalized terms used herein shall have the meaning set forth in the Master Agreement.

ARTICLE II

Assignor hereby transfers and assigns to Assignee, and its respective successors and assigns, all right, title and interest it owns to and in the Patents in the Pfizer Territory, together with all rights and powers arising or accrued therefrom as from the date of this Agreement for future damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of the Patents and the right to apply for, prosecute and obtain patents throughout the Pfizer Territory in respect of inventions claimed in the Patents including the right to claim priority therefrom. The Assignee hereby accepts the foregoing transfer and assignment.

The consideration for the assignment of the Patents under this Agreement is set forth in the Master Agreement.

ARTICLE III

Assignor shall execute and deliver all instruments, evidence or authorizations as may be required to effect or to formalize the transfer of the Patents. If, for whatever reason, the transfer of the Patents has not become effective, in full or in part, by the signing of this Agreement, each Party will promptly do whatever it is necessary for that Party to do (and the other Party shall cooperate with it) in order to fully effectuate the transfer to Assignee of the Patents (including for the purpose of the registration of the Assignment). Assignor hereby covenants and agrees that it will communicate to Assignee any facts known to it with respect to the Patents. Without prejudice to Article V, Assignor shall perform its execution and delivery obligations under this Article III at its own cost.

ARTICLE IV

Assignor represents and warrants that, at the date hereof, it is owner of the Patents and that it has full authority to enter into this Agreement. Assignor further represents and warrants that, at the date hereof, all costs due and payable prior to that date in connection with the registration, maintenance and prosecution of the Patents have been paid by Assignor, and that if any such payments will become due in the 30-day period after the date hereof, Assignor has previously notified Assignee in writing of such payments.

Assignor shall indemnify Assignee in accordance with the provisions of the Master Agreement against all liability, loss, damages, costs or other expenses of any nature whatsoever incurred or suffered by Assignee as a result of any breach by Assignor of its representations or warranties, or agreements under this Agreement.

ARTICLE V

As of the date hereof, all cost due and payable after that date in connection with the registration, maintenance and prosecution of the Patents shall be borne by Assignee. In addition, all costs due or payable in connection with this Agreement shall be borne by the Parties pursuant to Section 4.5 of the Master Agreement.

ARTICLE VI

This Agreement can not be terminated, rescinded or annulled.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. All disputes arising in connection herewith shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") as in effect as of the date of commencement

of the arbitration proceedings, by three (3) arbitrators appointed in accordance with said Rules. The arbitration proceedings shall take place in Paris (France) and shall be conducted in the English language. The Arbitral award shall be binding upon the Parties and judgment upon any award rendered may be entered in any court having jurisdiction. In rendering its award, the arbitral tribunal shall pay due respect to the FTC Order and the decision of the European Commission COMP/M. 3354.

The foregoing provisions shall not preclude the Parties from seeking injunctive relief from competent courts.

ARTICLE VII

7.1 This Agreement may only be amended, supplemented or modified and any provision hereof may only be waived, pursuant to a written instrument making specific reference to this Agreement and executed by duly authorized representatives of the Parties.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) by personal delivery, (ii) upon transmission by facsimile machine if a confirmation sheet is emitted from such machine, (iii) upon delivery by a nationally-recognized overnight courier service, or (iv) if mailed, certified or registered mail (return receipt requested), postage prepaid, each to the other Party at the following address (or at such other address as shall be given in writing by any party to the other in accordance with these provisions):

(a) If to Assignee, to:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
The United States
Facsimile No.: +1 212 808 8924
Attention: Executive Vice President and General Counsel

(b) If to Assignor, to:

Aventis Pharma S.A.
20, Avenue Raymond Aron
92160 Antony
France
Attention: General Counsel
Facsimile No.

and
Sanofi-Aventis
174, Avenue de France
75013 Paris
France
Attention: Senior Vice President and General Counsel
Facsimile No.: +33 1 53 77 40 82

7.2 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect. If any provision of this Agreement, or any part thereof is held void or unenforceable or in conflict with the laws of any relevant jurisdiction, the parties hereto shall negotiate in good faith to modify this Agreement, so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7.3 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not intended to and shall not be construed to give any person or entity other than the parties signatory hereto any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Party without the prior written consent of the other Party and any attempted assignment without such required consent shall be null and void.

7.4. This Agreement, together with the Master Agreement, shall constitute the entire understanding and agreement between the parties to it in relation to the subject matter of this agreement and shall supersede all previous agreements between the parties in relation to the same subject matter. It is further agreed that neither party has entered into this agreement in reliance upon any warranty or undertaking of the other party which is not expressly set out or referred to in this Agreement.

7.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers in two (2) counterparts as of the day first written above.

AVENTIS PHARMA S.A.

By: _____

Name: Thomas Hofstaetter

Title: Senior VP, Corporate Dev.

PFIZER INC.

By: _____

Name: PETER L. GARRAMBONE, JR.

Title: VICE PRESIDENT

SCHEDULE 1

TRANSFERRED AVENTIS PRODUCT PATENTS

1	U.S. 6,664,242 U.S. 6,503,889 EP 1278518 and additional worldwide counterparts attached as Exhibit 1	Aventis Pharma S.A.
2	U.S. 6,403,569 U.S. 2002/0111329 and additional worldwide counterparts attached as Exhibit 2	Aventis Pharma S.A.
3	U.S. 6,562,834 WO 02/34244 EP 1333820 and additional worldwide counterparts attached as Exhibit 3 Assignment is subject to consent of a third party[1]	Aventis Pharma S.A
4	U.S. 6,548,488 WO 01/068066 EP 1267873 and additional worldwide counterparts attached as Exhibit 4	Aventis Pharma S.A
5	U.S. 6,476,043 EP 1102594 and additional worldwide counterparts attached as Exhibit 5	Aventis Pharma S.A
6	U.S. 6,500,953 attached as Exhibit 6	Aventis Pharma S.A
7	U.S. 6,486,320 attached as Exhibit 7	Aventis Pharma S.A
8	U.S. 2003/0195161	Aventis Pharma S.A

[1] We understand that this Patent is co-owned.

Exhibit 2
Method for treating cancer using camptothecin derivatives and 5-fluorouracil

Patent Family	Priorities and Applications
CC DocNum KD PubDate	CC AppNum KD AppDate
AU 4564200 A 20001117	AU 4564200 D 20000427 EP 0004178 W 20000427 US 13167899 P 19990429
US 2002111329 A1 20020815	US 12445802 A 20020418 US 55973700 A 20000428 US 13167899 P 19990429
US 6403569 B1 20020611	US 55973700 A 20000428 US 13167899 P 19990429

WO 2000066125 A1 20001109	EP 0004178 W 20000427 US 13167899 P 19990429