

Form PTO-1595 (Rev. 03/05)  
 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)**

Piero DEL SOLDATO

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

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

Name: NICOX S.A.

Internal Address: \_\_\_\_\_

Street Address: 2455 routes des Dolines

Espace Gaia II-Batiment I

City: 06906 Sophia Antipolis

State: \_\_\_\_\_

Country: France

Zip: \_\_\_\_\_

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) December 2, 1995

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other Non-Compt. & Confidentiality Agreement

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

A. Patent Application No.(s)  
10/523,722

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Arent Fox PLLC

Internal Address: Gautam Prakash, Ph.D.

Street Address: 1050 Connecticut Avenue, N.W.

City: Washington

State: District of Columbia Zip: 20036

Phone Number: 202-857-6057

Fax Number: 202-857-6395

Email Address: prakashg@arentfox.com

**6. Total number of applications and patents involved:** \_\_\_\_\_

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

- 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 01-2300

Authorized User Name Gautam Prakash, Ph.D.

**9. Signature:**

  
 \_\_\_\_\_  
 Signature

July 14, 2005

Date

Gautam Prakash, Ph.D.  
 Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 012300 10623722

ENGLISH VERSION

**Non-Competition and Confidentiality  
Agreement of Mr. Piero Del SOLDATO**

In PARIS,

On December 2, 1995,

*THE UNDERSIGNED :*

1. **Mr. Piero Del SOLDATO,**

Residing in MONZA (Italy - 20052) - Via E. Toti, 22,

Hereafter referred to as the "Manager",

2. **NICOX SNC,**

*A société en nom collectif* incorporated under the laws of France having its registered office in PARIS (75116) - 45, avenue Kléber,

Represented by its Manager, SOCIETE EUROPEENNE DE BELLOY S.A.,

Hereafter referred to as "NICOX",

*HAVE AGREED AND DECIDED THE FOLLOWING :*



## 1. Definitions

### 1.1 "Nicox Group",

shall mean NICOX and its subsidiaries, in particular NICOX S.A., a French limited company having its registered office in PARIS (75116) - 45, avenue Kléber.

### 1.2 "Competitor(s)",

shall mean any company, of any kind, which may actually or potentially, directly or indirectly, perform or order research and development, produce, license, market, distribute or which may, more generally obtain a cash-flow in the field of ethical or over the counter pharmaceutical or parapharmaceutical products which include an NO donor group.

## 2. Non-Competition - Exclusivity - Investment covenants

### 2.1 So long as the Manager is a director or associate of, or employed in any way by, the Nicox Group, and for three years following the date on which the Manager shall cease to be a director or associate of, or employed in any way, by the Nicox Group, and

For the five years from the day of signature of this agreement,

The Manager undertakes, not to exercise for a Competitor the position of head of any specific department devoted to inflammation and analgesics, directly or indirectly, whether personally or on behalf of any third party, for money or money's worth, or on a gratuitous basis.

### 2.2 So long as the Manager is a director or associate of, or employed in any way by, the Nicox Group, and for three years following the date on which the Manager shall cease to be a director or associate of, or employed in any way, by the Nicox Group, and

For the five years from the day of signature of this agreement,

The Manager also undertakes not to acquire or obtain, directly or indirectly, personally or through a third party, any interest of any kind or nature (e.g. capital stake, potential rights or title to a capital stake, association, etc.) in a Competitor,

Save for capital stakes inferior to 1% in companies whose stock is listed and exchanged on a regular basis on a regulated stock exchange.

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director or associate of, or employed in any way, by the Nicox Group, and

### 3. Industrial property - No dispute of Industrial property rights

- 3.1 So long as the Manager is a director or associate of, or employed in any way by, the Nicox Group, and for three years following the date on which the Manager shall cease to be a director or associate of, or employed in any way, by the Nicox Group, and

For the five years from the day of signature of this agreement,

The Manager expressly acknowledges and accepts that any intellectual and/or industrial property rights, in particular patent rights, of any kind or nature, which may be created or developed by him in the field of ethical or over the counter pharmaceutical or parapharmaceutical products which include an NO donor group, shall be the sole property of the Nicox Group.

The Manager hereby renounces and forgoes to any and all intellectual and/or industrial property rights to which he may have rights to as a result of his co-operation with the Nicox Group.

- 3.2 So long as the Manager is a director or associate of, or employed in any way by, the Nicox Group, and for three years following the date on which the Manager shall cease to be a director or associate of, or employed in any way, by the Nicox Group, and

For the five years from the day of signature of this agreement,

The Manager expressly undertakes not to dispute or contest in any way or manner, whether directly or indirectly, before any industrial and/or intellectual property protection authority in the world (National, Regional or International),

The filing and/or publication of proceedings undertaken by the Nicox Group for the protection of intellectual and/or industrial property rights, in particular patent rights, of any kind or nature, which may be created or developed by him in the field of ethical or over the counter pharmaceutical or parapharmaceutical products which include an NO donor group

- 3.3 The Manager expressly declares and warrants to NICOX, that he has not, prior to the signature of this agreement, in any way made public or caused to be made public, directly or indirectly, information related to patent rights in the field of ethical or over the counter pharmaceutical or parapharmaceutical products which include an NO donor group contributed by him to NICOX, which could adversely effect the current or future filing and/or publication of such patent rights before any industrial and/or intellectual property protection authority in the world (National, Regional or International).

4. Consideration

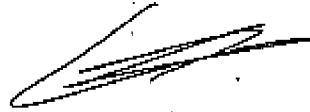
The Manager declares and acknowledges that the agreements he has signed on this day with NICOX and its manager, SOCIETE EUROPEENNE DE BELLOY S.A., are adequate consideration for his undertakings in the present agreement.

Executed in 2 original copies.

Piero DeLSOLDATO

*Piero de Soldato*

NICOX S.N.C



By : Laurent GANEM