

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
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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.

<p>1. Name of conveying party(ies): Maloe Vnedrencheskoe Predpriyatie "Interfall"</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Contura SA</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>STG, Avenue C.F. Ramuz 43, Case Postale 656, CH-1001</p> <p>City: <u>Lausanna</u></p> <p>State: _____</p> <p>Country: <u>Switzerland</u> Zip: _____</p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance/Execution Date(s):</p> <p>Execution Date(s): <u>December 7, 2005 and December 9, 2005</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement</p> <p><input type="checkbox"/> Government Interest Assignment</p> <p><input type="checkbox"/> Executive Order 9424, Confirmatory License</p> <p><input checked="" type="checkbox"/> Other <u>Addendum to Assignment and License Agmt.</u></p>	<p>4. Application or patent number(s):</p> <p>A. Patent Application No.(s) _____</p> <p><input type="checkbox"/> This document is being filed together with a new application.</p> <p>B. Patent No.(s) <u>RE38913</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Peter F. Corless</u> <u>EDWARDS ANGELL PALMER & DODGE</u> <u>LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: 55029(71432)</u></p> <p>Street Address: <u>P.O. Box 55874</u></p> <p>City: <u>Boston</u></p> <p>State: <u>MA</u> Zip: <u>02205</u></p> <p>Phone Number: <u>(617) 439-4444</u></p> <p>Fax Number: <u>(617) 439-4170</u></p> <p>Email Address: <u>PCorless@eapdlaw.com</u></p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> None required (government interest not affecting file)</p> <p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>04-1105</u> Authorized User Name <u>Peter F. Corless</u></p>
<p>9. Signature:</p> <p><u><i>Christine C. O'Day</i></u> <u>December 22, 2005</u></p> <p style="text-align: center;">Signature Date</p> <p><u>Christine C. O'Day - 38,256</u> Total number of pages including cover sheet, attachments, and documents: 9</p> <p style="text-align: center;">Name of Person Signing</p>	

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: December 22, 2005 Signature: _____ (Elisabeth Dunkle)

CH \$40.00 041105 RE38913

ADDENDUM
to
ASSIGNMENT
dated 27 November 2004
and
LICENSE AGREEMENT
dated 3 February 2000

THIS ADDENDUM ("Addendum") to the **ASSIGNMENT** dated 27 November 2004 ("Assignment") and **LICENSE AGREEMENT** dated 3 February 2000 with subsequent amendments and addenda ("License Agreement"), is made and entered into as of 7 December 2005 ("Effective Date"), by and between **MALOE VNEDRENCBESKOE PREDPRIYATIE "INTERFALL"**, a corporation having a principal place of business at 17/6 Zaslouova Street, Kiev, 253099 Ukraine ("Assignor")

and

CONTURA SA, a corporation having a principal place of business at c/o STG, Avenue C.F. Ramuz 43, Case Postale 656, CH-1001 Lausanne, Switzerland ("Assignee").

WHEREAS, by virtue of an earlier assignment recorded with the U.S. Patent Office at Reel 008420/Frame 0825, Assignor (i) was formerly the sole owner of U.S. Patent 5,798,096 granted on 25 August 1998, Canadian Patent 2,195,957 granted on 2 August 2005 and U.S. Reissue Application No. 09/648,586 filed on 25 August 2000 (hereinafter such patents and patent application shall be referred to as the "Intellectual Property");

WHEREAS, Assignor has by virtue of the Assignment of 27 November 2004 assigned its entire right, title and interest in, to and under the Intellectual Property to Assignee;

WHEREAS, the Parties now desire to redefine the terms and conditions set forth in the Assignment and License Agreement regarding the Intellectual Property by virtue of this Addendum;

WHEREAS, the Parties acknowledge that this Addendum will supercede and replace the terms of the Assignment and License Agreement in each and every aspect in relation to the territory of the United States of America and Canada; and

WHEREAS, the Parties acknowledge that this Addendum and the License Agreement are totally unrelated and unconnected, and that any payment that the Assignee receives under this Addendum from a US or Canadian third party partner shall have no bearing whatsoever on the rights of the Assignor under the License Agreement. For the avoidance

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of doubt it is specifically acknowledged that the said payments obtained under this Addendum shall not be included in the calculation of additional royalty under Article 5.2 of the License Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by this Addendum does hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest (that may now or hereafter be provided by law, whether by treaty, statute, common law or otherwise) in, to and under the Intellectual Property, and all United States and Canada patents and United States patent applications (including, without limitation, provisional applications) included in the Intellectual Property and all patents which may be granted on such patent applications, and all additions, divisions, continuations, continuations-in-part and substitutions of the foregoing, and all reissues, reexaminations, renewals and extensions of the foregoing; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive right to sue for all past, present and/or future infringements or other violations of any rights in the Intellectual Property, and to settle and retain proceeds from any such action);

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States and Commissioner of Patents and Trademarks of Canada to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

IT IS HEREBY ACKNOWLEDGED AND AGREED, that in consideration of the assignment of the Intellectual Property Assignee shall pay to Assignor an amount of DKK 10,000,000 according to the schedule set forth below of which the amount mentioned at item 1) has already been paid and can thus not be reclaimed:

- 1) Assignee has provided an initial payment to Assignor in the amount of DKK 2,500,000 upon execution of the Assignment;
- 2) Assignee agrees to provide a second payment to Assignor in the amount of DKK 2,500,000 upon execution of this Addendum;
- 3) Assignee agrees to provide a third payment to Assignor in the amount of DKK 2,500,000 upon execution of an agreement between Assignee and a first US third party partner for the development and/or commercialization of the Intellectual Property; and
- 4) Assignee agrees to provide a fourth and final payment of DKK 2,500,000 to Assignor, or any amount outstanding of the aforementioned DKK 10,000,000, at the latest upon notice of approval by the US Food and Drug Administration (FDA) of a product which is inclusive of the claimed subject matter recited in the Intellectual Property;

IT IS HEREBY ACKNOWLEDGED AND AGREED, that the aforementioned schedule for payment of the stated DKK 10,000,000 addressed in Sections 1) through 4)

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above, replaces the milestone payment of the same amount set forth in Article 4.1.3 of the License Agreement;

IT IS FURTHER ACKNOWLEDGED AND AGREED, that Assignee may provide full payment to Assignor of the aforementioned DKK 10,000,000 prior to receipt of FDA approval as set forth in Section 4) above; and

IT IS FURTHER ACKNOWLEDGED AND AGREED, that in the event that US FDA approval for the Intellectual Property is not received by January 1, 2007, Assignee shall have the option to (i) make full payment of the stated milestones to Assignor; or (ii) to re-assign the Intellectual Property back to Assignor without the return to Assignee of any payments made and without right to claim any monies for said re-assignment and without the payments to Assignor of any payments not already due;

IT IS FURTHER ACKNOWLEDGED AND AGREED, that Assignee shall pay Assignor the following additional consideration in respect of this Addendum according to the schedule set forth below:

- 5) Assignee will pay Assignor a royalty of (i) 10% of Assignee's gross receipts from the Sale of products in the United States of America and Canada covered by the Intellectual Property ("Licensed Products"), less the sum of rebates, allowances for return of goods, taxes and duties of any kind and costs of transportation and insurance ("Net Proceeds of Sale") of Licensed Product to distributors, and of 7.5% of Net Proceeds of sale of Licensed Product to end users (hospitals, private clinics, and doctors) until the expiration of the Intellectual Property in case Assignee sells directly to end users in the United States of America and Canada. The royalty set forth in this Section 5 shall be paid by Assignee to Assignor on a quarterly basis;
- 6) Assignee will pay Assignor an amount corresponding to 15% of all one-time milestone payments that Assignee may receive from third party partners (except such final payments set forth in Section 8) until expiration of the Intellectual Property, such amounts to be made to Assignor within 30 days after Assignee having received said milestone payments from third party partners;
- 7) Assignee will pay Assignor an amount corresponding to 10% of all running royalties that Assignee may receive from third party partners until expiration of the Intellectual Property, such amounts to be made to Assignor within 30 days after Assignee having received said milestone payments from third party partners;
- 8) Provided, that Assignee sells, transfers or assigns the Intellectual Property to third party partners, or grant sales rights in the United States of America and Canada to third party partners, and provided that the payments set forth in Sections 1 through 7 thus ceases, then Assignee will pay Assignor an amount corresponding to 20% of any final payment that Assignee may receive from such third party partners in full and final consideration for the said sale, transfer or assignment of the Intellectual

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Property, or for the grant of sales rights in the United States of America and Canada; and

- 9) The accumulated payments from Assignee to Assignor set forth in Sections 1) through 8) of this Addendum shall not exceed DKK 175 million.

Notwithstanding the foregoing, the Parties expressly agree that all of Assignor's payment obligations provided in Sections 1) through 8) hereof shall cease if the Intellectual Property has expired, is invalidated or otherwise held unenforceable against other competing PAAG type products in the United States of America and Canada. Assignee confirms that to the best of its knowledge no other PAAG product has been approved for sale by the US FDA;

IT IS HEREBY ACKNOWLEDGED AND AGREED, that with regard to the United States of America Assignor represents and warrants that as of the Effective Date:

1. The Intellectual Property is valid and enforceable, according to his knowledge;
2. Assignor (with the exception of Assignee's rights under the Assignment and this Addendum) is the sole owner of the entire right, title and interest in the Intellectual Property and has the sole and entire right to enter into this Addendum;
3. There are no administrative or judicial proceedings contesting the inventorship, ownership, validity, or enforceability of any element of the Intellectual Property;
4. Assignor has communicated to Assignee all information in his possession or of which he is aware which could affect the enforceability or validity of the Intellectual Property, including but not limited to prior publications or patents, public use or sale and prior invention or knowledge;
5. To Assignor's knowledge there are no present or tentative patent rights of others that would be infringed by Assignor or Assignee manufacturing products on the basis of the Intellectual Property;
6. Assignor has not granted a prior license or assignment of the Intellectual Property regarding the territory of the United States to any third party;
7. Assignor has not entered into an agreement regarding the use of the Intellectual Property, any know how, the manufacture, marketing and/or sale of any product or other use of the rights regarding the territory of the United States assigned to Assignee by virtue of this Addendum;
8. Assignor will indemnify and hold Assignee harmless from and against any and all loss, cost and/or liability, including, without limitation, reasonable attorneys' fees and expenses and court costs suffered or incurred by Assignee as the result of any and all claims, actions and/or suits brought against Assignee arising from breach

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of the warranties and representations in Sections 1) through 7) in this clause;


IT IS HEREBY ACKNOWLEDGED AND AGREED, that the Assignment and License Agreement and all other - written or oral - agreements between the Parties concerning the United States of America and Canada are hereby terminated in favor of this Addendum;

IT IS HEREBY ACKNOWLEDGED AND AGREED, that Idosan A/S, a company duly organized under the laws of Denmark, shall be the surety for Assignee and other legal entities at the time of execution of this Addendum;

IT IS FURTHER ACKNOWLEDGED AND AGREED, that this Addendum shall be governed by and construed in accordance with the laws of the United States of America, State of New York, without regard to principles of conflicts of law. For the avoidance of doubt, the Parties expressly agree that any dispute that may arise with regard to interpretation, execution or resolution of the terms and conditions set forth in this Addendum shall be brought in a court, federal or state, within the State of New York, and the Parties hereby consent to personal jurisdiction in any such New York court; and

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Addendum of the Effective Date.

MALOE VNEDRENCHESKOE PREDPRIYATIE "INTERFALI" ("Assignor")

By: 
Name: Boris Pavlych
Title: President

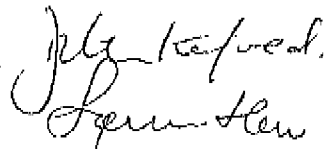
Witness: Date: Dec. 9, 2005, Denis Grygoranico
Witness: Date: DEC 9, 2005 A. WIONCH LEWOPC ADD



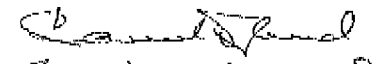
CONTURA SA ("Assignee")

By: M. Peitz
Name: MICHAEL PEITZ
Title: DIRECTOR

Witness: Date: Dec. 7, 2005, Dorte B. Kuldod,
Witness: Date: DEC. 7, 2005, SPREN HERA



IDOSAN A/S

By: 
Name: Soren Feyland
Title: DIRECTOR

Witness: Date: Dec. 7, 2005, Dante B. Kaloed, *[Signature]*
 Witness: Date: Dec. 7, 2005, SPREN HERU *[Signature]*