



04-12-2006



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B/O FORM PTO-1595 (Rev. 4/00)

U.S. Department of Commerce  
Patent and Trademark Office

4-7-06

To the Commissioner for Patents. Please record the attached original documents or copies thereof.

1. Name of Conveying Party(ies):  
Melacure Therapeutics AB

Additional names of conveying parties attached.

2. Name and Address of Receiving Party(ies):

Name: **Starta Eget Boxen 4637 AB/Acure Pharma Consulting AB**

Internal Address: c/o Torbjörn Lundstedt

Street Address: Granelidsvägen 7B

City, State, Zip: SE-756 44 Uppsala

Additional name(s) and address(es) attached.

3. Nature of Conveyance:

Assignment                       Merger

Security Agreement             Change of Name

Other:

Execution Date: 5/12/04

4. (A) Patent Application Number(s):  
10/343,326

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

Additional Numbers Attached

4. (B) Patent Number(s):

5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:

Name: **Richard E. Fichter  
Registration Number 26,382**

Address: **Bacon & Thomas, PLLC  
625 Slaters Lane Fourth Floor  
Alexandria, VA 22314**

Total Number of Applications and Patents Involved:	1
7. Total Fee: (37 CFR 3.41)	<b>\$40.00</b>
<input checked="" type="checkbox"/> Enclosed	
<input type="checkbox"/> Authorized to be charged to deposit account	
8. Deposit Account Number:	<b>02-0200</b>
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 is true and correct and any attached copy is a true copy of the original document.**

Scott A. Brairton                      *Scott A. Brairton*                      April 7, 2006

Name of Person Signing                      Signature                      Date

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

04/11/2006 05:28:01 00000297 10343326  
01 FC18021  
40.00 06

**AHLFORD ADVOKATBYRÅ**

**AGREEMENT**

between

The estate of Melacure Therapeutics AB in bankruptcy (hereinafter referred to as "the Seller") which is the estate of a company incorporated under the laws of Sweden and which company is in insolvency proceedings under Swedish law, with its office located at Ulleråkersvägen 38, SE-756 43 Uppsala, Sweden

and

Starta Eget Boxen 4637 AB, under the process of changing name to Acure Pharma Consulting AB, incorporated under the laws of Sweden, corporate organization number 556659-0658, with its office located at c/o Torbjörn Lundstedt, Granelidsvägen 7B, SE-756 44 Uppsala (hereinafter referred to as "the Buyer")

Hereinafter individually referred to as "Party" and collectively as "Parties";

**WITNESSETH:**

WHEREAS, the Seller is the owner of certain compounds series, orphan compounds, patent applications, compounds pertaining to the applications and safe lockers;

WHEREAS, the Seller wishes to sell to the Buyer such patent applications, compounds and safe lockers; and

WHEREAS, the Buyer wishes to acquire such patent applications, compounds and safe lockers from the Seller;

NOW, THEREFORE, the Parties agree as follows:

## 1. Subject matter of the Agreement

- 1.1 Upon the terms and subject to the conditions of this Agreement, the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller the patent applications as described in **Appendix A**, (hereinafter referred to as "Patent Applications"), the withdrawn patent applications as described in **Appendix B**, the compounds as described in **Appendix C** (hereinafter referred to as "Compounds"), all related material, documentation and any other property that is based upon or claims priority from, or corresponds to the Patent Applications and the invention claimed in the Patent Applications; as described in **Appendix D** and two safe lockers (hereinafter collectively referred to as "the Assets").
- 1.2 Subject to the Buyer having performed all of its obligations to be performed by it pursuant to this Agreement prior to or at the Closing day, title of ownership to the Assets shall transfer to the Buyer at the Closing day.

## 2 No liabilities, representations and warranties by the Seller

The Assets are sold and transferred in existing conditions ("as is"). Due to the fact that the Seller is a bankruptcy estate, the Seller does not give any warranties and discharges itself from all responsibility, including but not limited to, responsibility for defects, infringements, faults, complaints, direct and indirect damages in reference to the Assets. The Buyer hereby surrenders all available remedies and potential demands for indemnification or damages in reference to the Assets transferred under this Agreement. There are no remedies available to the Buyer and the Buyer cannot make any demands or claims towards the Seller with reference to the transferred Assets.

## 3. Representations and warranties by the Buyer

The Buyer represents, warrants and covenants to the Seller as follows:

The Buyer is a corporation duly organized, validly existing and in good standing under the laws of Sweden. The Buyer has all the requisite corporate power and corporate

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authority to enter into and perform the terms of this Agreement and to carry out the transactions contemplated hereby and thereby.

The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary actions of the Buyer (none of which actions has been modified or rescinded and all of which actions are in full force and effect). This Agreement constitutes a valid and binding agreement and obligation of the Buyer, enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by the Buyer will not require the consent, approval or authorization of any person, entity or governmental authority which has not been received as of the date of this Agreement.

#### 4. **Costs in relation to the Patent Applications**

- 4.1 The Buyer shall procure all payments and bear all costs associated with the formal transfer and assignment of the patent registrations from the Seller to the Buyer regarding the Patent Applications. The Seller covenants to, in all aspects and to a reasonable extent, facilitate the formal transfer and assignment of the patent registrations by signing all necessary documents to enable the Buyer to transfer all registrations regarding the Patent Applications from the Seller to the Buyer, in order to fully effectuate the purposes, terms and conditions of this Agreement.
- 4.2 The Seller cannot warrant that all necessary payments regarding the Patent Applications have been paid prior to the Closing Day and the Buyer understands and acknowledges that the Seller has not made any prepayments regarding annual patent fees etc. The Seller discharges itself from any and all responsibility related to unpaid patent fees and other patent related fees. The Seller can consequently not be held responsible for any damages or costs inflicted to the Buyer caused by unpaid registration fees or any other payments in reference to the Patent Applications, including fees and payments fallen due prior to the Closing Day.



**5. Disposal of the Assets**

5.1 The Buyer takes the full responsibility for finding and sorting out the correct Compounds, documentation and all other material relating to the Assets.

5.2 If there are documentation in the Assets that solely are pertaining to the patents and patent applications concerning MEL 25 and MS (Melanocortin 1 receptor selective compounds) the Buyer is obligated, at the Buyer's own expense, to, as soon as possible, deliver all such documentation to Action Pharma A/S at the following address: Action Pharma A/S, Dronningegaardsalle 136 – Næsseslottet 2840 Holte, DENMARK.

5.3 In case original documents belonging to the Buyer and Action Pharma A/S are located in the same laboratory journals or in other documentation, the Buyer shall deposit the original document with Ahlford Advokatbyrå AB and deliver a copy of it to Action Pharma A/S in accordance with subarticle 5.2. The Buyer is also entitled to an own copy of the original document. Separate agreement between the parties (the Buyer, Action Pharma A/S and Ahlford Advokatbyrå AB) regarding Ahlford Advokatbyrå AB's obligation to give out such original document shall be entered into.

**6 Price and payment of purchase price**

6.1 The purchase price with reference to the transferred Assets shall amount to SEK 155.000 (one hundred fifty-five thousands Swedish crowns) excl. VAT ("the Purchase Price").

6.2 In exchange for the delivery of all the Assets, the Purchase Price shall be paid to the Seller's bank account in Handelsbanken account no. 6501-409 372 528, no later than on the Closing Day.

6.3 The Seller shall, in the event the Purchase Price is not duly paid in time, be entitled to a penalty interest with reference to the due amount. The penalty interest per annum shall be the, at the time applicable, official Swedish reference rate plus eight (8) per-

centage points, as from the Closing Day until the Purchase Price has been finally paid in full.

6.4 All Assets under this Agreement shall remain the property of the Seller until the Purchase Price has been fully and finally paid; to the extent Swedish law permits such retention of property.

## 7. The Closing

7.1 The completion of the transaction contemplated by this Agreement (hereinafter referred to as "the Closing") shall be held no later than three (3) days upon receipt of the Buyer's F-tax-certificate ("the Closing Day").

7.2 At the Closing Day the Seller shall deliver all the Assets to the Buyer.

7.3 At or before the Closing Day the Buyer shall deliver the Purchase Price in exchange for the delivery of the Assets. The Purchase Price shall be paid in the amount and manner set forth in section 6.2.

## 8. Additional actions and documents

8.1 The Seller hereby covenants to sign and/or endorse conveyances, assignments and/or other instruments as may be required under applicable law, in order to transfer title to the Buyer of the Patent Applications. The Seller shall, in order to fully effectuate the purposes, terms and conditions of this Agreement, procure the signing of the documents as soon as the Buyer presents such conveyance, assignment and/or other instruments to the Seller.

8.2 In addition to the aforesaid the Parties hereto agrees that they will, at any time, prior to, at or after the Closing Day, take or cause such further actions to be taken, and execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and obtain such consents, as may be necessary or reasonably

5 (7)

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requested in connection with the consummation of the purchase and sale contemplated by this Agreement or in order to fully effectuate the purposes, terms and conditions of this Agreement.

**9. Expenses**

Each Party hereto shall pay its own expenses incurred in connection with this Agreement and in the preparation for and consummation of the transactions provided for herein.

**10. Entire agreement; amendment**

This Agreement, including the Appendices hereto and the other instruments and documents referred to herein or delivered pursuant hereto, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification or discharge is sought.

**11. Governing Law**

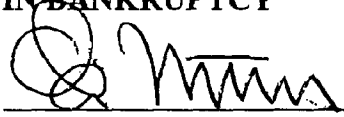
This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the Sweden, excluding the choice of law rules thereof.

6 (7)

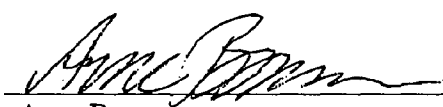
Handwritten initials and a large 'Q' mark. The initials appear to be 'AB' and 'TL' written in a cursive style. To the left of these initials is a large, stylized 'Q' mark.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement, or has caused this Agreement to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

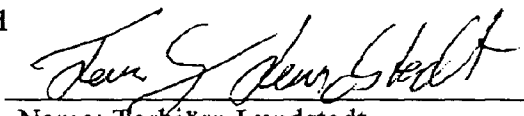
**THE ESTATE OF MELACURE THERAPEUTICS  
AB IN BANKRUPTCY**

By:   
Name: Erik Hovstadius  
Title: Receiver of the bankruptcy estate  
2004-05-12

**STARTA EGET BOXEN 4637 AB/ACURE PHARMA  
CONSULTING AB**

By:   
Arne Boman

And

By:   
Name: Torbjörn Lundstedt



Appendix A Patent Applications

Acure Pharma consulting

	Country	Appl. No.	Serial No.	Prio date	Filing date	Status	FBD ref.
MeI 9	PCT	GB01/03534	WO02/11715	7 Aug 2000	7 Aug 2001	in national phases (see below)	86.75.73267/001.cpp
	AU	2001276522				ex fee 7/8-06 (lapse)	86.75.73267/002.cpp
	CA	2,417,098				renew fee 7/8-04 (lapse)	86.75.73267/003.cpp
	IL	154272				first Notice bef Ex date not known (lapse)	86.75.73267/004.cpp
	JP					Ex fee 7/8-08 (lapse)	86.75.73267/005.cpp
	Korea	2003-7001846				Ex fee 7/8-06 (lapse)	86.75.73267/006.cpp
	NZ	523854				28/9-04 (lapse)	86.75.73267/007.cpp
	SG	200300589-9				Grant fee 7/2-05 (lapse)	86.75.73267/008.cpp
	ZA	2003/0829				renew fee 7/8-04 (lapse)	86.75.73267/009.cpp
	US	10/343325				Reply first ex report date not known (lapse)	86.75.73267/010.cpp
	EP	01954176.2	1313461			renew fee 7/8-04 or resp ex report(lapse)	86.75.73267/011.cpp
	HK					renew fee 7/8-06 (lapse)	86.75.73267/013.cpp
	BR	P10113053-6				renew fee 7/8-04 (lapse)	86.75.73267/014.cpp
	MX	2003/001072				renew fee 7/8-06 (lapse)	86.75.73267/015.cpp
MeI 11	PCT	GB01/03556	WO02/12178	7 Aug 2000	7 Aug 2001	in national phases (see below)	86.75.73269/001.cpp
	AU	2001276539				exam and ren fees 7/8-06	86.75.73269/002.cpp
	CA	2,417,904				ren fee 7/8-04, exam fee 7/8-06	86.75.73269/003.cpp
	IL	154271				awit exam report	86.75.73269/004.cpp
	JP	2002-518156				exam fee 7/8-08	86.75.73269/005.cpp
	KR	2003-7001847				exam fee 7/8-06	86.75.73269/006.cpp
	NZ	523855				ex. report rec instr ass 31/12-03	86.75.73269/007.cpp
	SG	200300279-7				grant fee 7/2-05 ren fee 7/8-05	86.75.73269/008.cpp
	ZA	2003/0883				ren fee 7/8-04, await grant document	86.75.73269/009.cpp
	US	10/343326				await exam report	86.75.73269/010.cpp
	EP	01954195.2	1309544			await exam report, ren fee 7/8-04	86.75.73269/011.cpp
	HK	03107588.0				next deadline 6 months after EP grant	86.75.73269/013.cpp
	BR	P10113064-1				exam and ren fees 7/8-04	86.75.73269/014.cpp
	MX	2003/001073				await exam report	86.75.73269/015.cpp

*Q. [Signature]*

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