

ORIGINAL**PATENT ASSIGNMENT AGREEMENT**

BETWEEN :

LES LABORATOIRES SERVIER

22, rue Garnier

92578 Neuilly-sur-Seine Cedex

FRANCE

Represented by Mr Marc MILWARD, Proxy.

hereinafter referred to as «SERVIER ».

ON THE ONE HAND,

ET

KISSEI PHARMACEUTICAL Company Ltd

19-48 Yoshino

Matsumoto City

Nagano Prefecture 399-8710

JAPON

Represented by Mr Hiroshi MIYATA, PhD, Director, Intellectual Property

hereinafter referred to as « KISSEI »

ON THE OTHER HAND.

SERVIER and KISSEI are collectively referred to as the "Parties".

Article I - DEFINITION

Patent shall mean patents filed under french priority on February 25th, 2000 in the following countries : South Africa, Albania, Germany, Argentina, Australia, Austria, Belgium, Brazil, Canada, China, Cyprus, South Korea, Denmark, Spain, Eurasia, Finland, France, Great-Britain, Greece, Hong-Kong, Hungary, Ireland, Italy, Japan, Latvia, Luxembourg, Macedonia, Mexico, Monaco, Norway, New-Zealand, Netherlands, Poland, Portugal, Romania, Slovenia, Sweden, Switzerland, Turkey, United-States (See appendix), and entitled: "New Process for the preparation of isoindoline".

Article II – REPRESENTATIONS OF KISSEI

SERVIER transfers to KISSEI the official title of the Patent, as well as all the documents that will enable KISSEI to maintain the Patent in force.

SERVIER commits itself to transfer to KISSEI, as quickly as possible, any and all documents relating to the Patent which could be sent to SERVIER after the execution of this Agreement.

Article III – TRANSFER

SERVIER transfers to KISSEI, who accepts (at his own risks), the entire and full property of the Patent.

The annual fees for maintenance of the Patent have been regularly paid.

KISSEI shall have the right to undertake, to resume or to continue, in his names, at his risks and benefits, in processing and defending all rights, proceedings and procedures or lawsuits relating to the Patent including the right to sue any previous or future usurpation.

Article IV - PRICE

In return for this transfer, KISSEI shall pay to SERVIER, at the date of execution of this Agreement, a sole lump-sum of one (1) symbolic Euro.

Article V - WARRANTY

SERVIER does not give any other warranty than the one resulting from the material existence of the Patent. In the case the patent would be declared null by a final court order, KISSEI shall not claim any compensatory damages, nor the repayment of the sums already received by SERVIER.

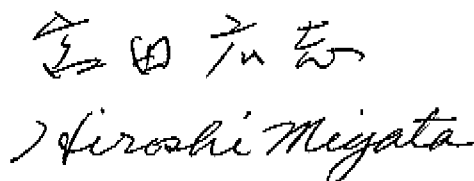
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LES LABORATOIRES SERVIER



M. Marc MILWARD
Proxy

KISSEI PHARMACEUTICAL Company Ltd



M. Hiroshi MIYATA, PhD
Director, Intellectual Property

APPENDIX

New process for the preparation of isoindoline

Country	Date of registration	Number of registration
Afrique du Sud	23.02.2001	2001/1529
Albanie	23.02.2001	01400484.0
Allemagne	23.02.2001	01400484.0
Argentine	23.02.2001	P010100820
Australie	23.02.2001	23237/01
Autriche	23.02.2001	01400484.0
Belgique	23.02.2001	01400484.0
Brésil	23.02.2001	PI0100757-2
Canada	16.02.2001	2,338,899
Chine	23.02.2001	01116877.3
Chypre	23.02.2001	01400484.0
Corée du Sud	23.02.2001	2001-0009248
Danemark	23.02.2001	01400484.0
Espagne	23.02.2001	01400484.0
Eurasie	26.02.2001	200100179
Finlande	23.02.2001	01400484.0
France	23.02.2001	01400484.0
Grande-Bretagne	23.02.2001	01400484.0
Grèce	23.02.2001	01400484.0
Hong-Kong	14.03.2002	02101967.5
Hongrie	23.02.2001	P0100881
Irlande	23.02.2001	01400484.0
Italie	23.02.2001	01400484.0
Japon	19.02.2001	41119/2001
Lettonie	23.02.2001	01400484.0
Lituanie	23.02.2001	01400484.0
Luxembourg	23.02.2001	01400484.0
Macédoine	23.02.2001	01400484.0
Mexique	22.02.2001	2001/001921
Monaco	23.02.2001	01400484.0
Norvège	16.02.2001	20010936
Nouvelle-Zélande	23.02.2001	510205
Pays-Bas	23.02.2001	01400484.0
Pologne	22.02.2001	P346035
Portugal	23.02.2001	01400484.0
Roumanie	23.02.2001	01400484.0
Slovénie	23.02.2001	01400484.0
Suède	23.02.2001	01400484.0
Suisse	23.02.2001	01400484.0
Turquie	23.02.2001	01400484.0
USA	16.02.2001	09/785,956