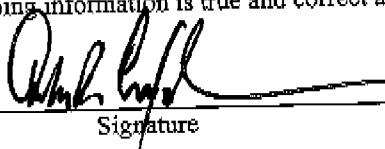


Form PTO-1595
1-31-92U.S. Department of Commerce
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

Our Ref.: ARC-3687-1

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): 1 VICURON PHARMACEUTICALS INC. 2 3 4 Additional name/s of conveying party/ies attached? <input type="checkbox"/> 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Asset Transfer Agreement</u> Execution Date: <u>February 1, 2007</u>	2. Name and address of receiving party(ies): 1) Name: NAICONS S.c.a.r.l. Street Address: via Gaudenzio Fantoli, 16/15 City: Milan State/Country: Italy Zip: 20138 2) Name Street Address: City: State: Zip: Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Application number(s) or patent number(s): <input type="checkbox"/> This assignment is being filed together with a new application. A. Patent Application No(s). (1) 10/518,802 (2) 10/521,336 (3) Additional numbers attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	B. Patent No(s). (1) 5,202,241 (2) 5,322,777 (3) 5,882,900
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Arthur R. Crawford</u> Internal Address: Street Address: <u>Nixon & Vanderhye P.C.</u> <u>901 North Glebe Road</u> <u>11th Floor</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22203</u>	6. Total number of applications & patents involved: <u>8</u> 7. Total fee (37 CFR 3.41) \$ <u>320.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account #14-1140 8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.
DO NOT USE THIS SPACE	
9. Statements 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. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>Arthur R. Crawford</u> Name of Person Signing Reg. No. 25,327 </div> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> <u>June 13, 2007</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including original cover sheet, attachments, and document: [10] </div>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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PATENT
REEL: 019419 FRAME: 0725

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CH \$320.00 141140 10518802

Form PTO-1595
1-31-92

U.S. Department of Commerce
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

Our Ref: 3687-1

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

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16

3) Name:

Street Address:

City:

State:

Zip:

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

A. Patent Application No(s).

(4)
(5)
(6)
(7)
(8)
(9)

B. Patent No(s).

(4) 5,139,778
(5) 5,547,666
(6) 5,599,791
(7)
(8)
(9)

Asset Transfer Agreement

(1) Vicuron Pharmaceuticals Italy, Srl a limited liability corporation, having its registered office in Via Abbondio Sangiorgio 18, 20145 Milan, Italy, Tax Code number 03842850962, in the person of its legal representative Martin Theodore Ferber ("Vicurion"), and

(2) NAICONS S.c.a.r.l. a limited liability corporation, having its registered office in via Gaudenzio Fantoli, 16/15, 20138 Milan, Italy, Tax Code number 05511330960, in the person of its legal representative Daniela Jabes ("NAICONS").

Vicurion and NAICONS jointly referred to as the "Parties" and severally as "Party"

BACKGROUND:

Vicurion has determined that it will no longer operate the research and development site located in Via Roberto Lepetit 34, 21040 Gerenzano, Italy (the "Site").

Vicurion believes that the research and development assets at the Site should be utilized to seek to discover, develop and commercialize new medicines and, to this purpose, has selected NAICONS as a suitable and appropriate candidate to carry out these tasks and activities.

NAICONS wishes to utilize the assets to conduct such research and Vicuron wishes to transfer certain of the assets, subject to the terms and conditions of this Agreement.

1. Transfer of Assets

1.1 Vicuron transfers and assigns a set of research and development assets to NAICONS, as set forth in Exhibit A (collectively, the "Assets").

1.2 Vicuron provides the Assets to NAICONS on an "as is" basis and with no representations or warranties of any kind.

1.3 NAICONS will transfer the Assets to their chosen operative premises and at their own expense by February 28th 2007.

2. Patents. Within 30 days of the execution of this Agreement, Vicuron will transfer and assign or cause its Affiliates to transfer and assign to NAICONS the U.S. and International Patents listed on Exhibit B ("Program Patents").

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3. Licenses.

3.1 Vicuron grants NAICONS an exclusive license, with the right of sublicense after 1 (one) year from the execution date of this Agreement, to the Patents related to the VIC 107 program ("the VIC 107 Patents") listed on Exhibit C to research, develop, make use, have made, import and sell pharmaceutical products for use in humans. Vicuron will retain all other rights under the VIC 107 Patents, including the right to research, develop, make, use, have made, import and sell medicines for animals. Vicuron agrees to cause its Affiliates to become a party to this Agreement, if necessary, to effectuate the purposes of this provision.

3.2 Vicuron retains a non-exclusive right to conduct research utilizing the Assets. NAICONS grants to Vicuron and its affiliates a non-exclusive, non transferable, license to make and use for research purposes only, but not to sell and/or otherwise commercialize, either directly or indirectly, the Program Patents and products for human use under the VIC 107 Patents.

3.3 Vicuron will execute any additional documentation to evidence the assignment of the Program Patents and the granting of the license to VIC 107 Patents.

4. Access to Assets. If requested by Vicuron or Fondazione "Istituto Insubrico Di Ricerca Per La Vita" ("Fondazione"), NAICONS will provide to Vicuron or Fondazione samples from the Library, as defined in Exhibit A (Item 1), at a cost equal to the actual cost incurred by NAICONS to provide such samples. A separate agreement between NAICONS and Fondazione will regulate transfer of samples. Fondazione is a beneficiary of this provision. Fondazione has agreed that, for a period of 3 (three) years, if requested by NAICONS, Fondazione will provide to NAICONS access to and copies of the Laboratory Notebooks and related files, at a cost equal to the actual cost incurred by Fondazione to provide such copies.

5. Diligent Efforts. In consideration for the transfer of the Assets, the assignment of the Program Patents and the exclusive license of the VIC 107 Patents, NAICONS agrees to use commercially reasonable efforts to conduct research and development and seek to commercialize new pharmaceutical products, utilizing the Assets and exploiting the Program Patents and the VIC 107 Patents. NAICONS will use commercially reasonable efforts to hire former Gerenzano R&D employees, as appropriate but without any obligation. NAICONS will be available to explore forms of collaboration with the Fondazione (to which Vicuron is transferring another set of assets) as described in Attachment A "Addendum to GRC asset proposal, prepared by NAICONS on December 29th, 2006 and modified on January 9th, 2007".

5.1 With respect to VIC 107 Patents, Vicuron and NAICONS agree to cooperate and share information as necessary to meet clinical, safety and regulatory requirements.

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6. **Restrictions on Use of Assets.** Unless expressly agreed in writing by Vicuron, NAICONS agrees that it will not utilize the Assets to conduct research or development on ramoplanin, ramoplanin analogs or ramoplanin derivatives or dalbavancin, dalbavancin analogs or dalbavancin derivatives.

7. **Royalties**

7.1 In consideration for the assignment of the Program Patents and the exclusive license of the VIC 107 Patents, NAICONS will pay to Vicuron a royalty on the manufacture, sale and importation of each Product (as defined below) equal to 3% (three percent) of the net year sales ("Net Sales"). Net Sales mean total, aggregate sales for which consideration has been duly paid (i.e. invoiced and paid), less returns, taxes and discounts related to the Products. Product means a pharmaceutical product covered by the Program Patents or the VIC 107 Patents. "Patents" means all patents and patent applications, whether domestic or foreign, including all continuations, continuations-in-part, divisions, provisionals and renewals, and letters of patent granted with respect to any of the foregoing, patents of addition, supplementary protection certificates, registration or confirmation patents and all reissues, re-examination and extensions thereof.

7.2 NAICONS will pay the royalties set forth in the article 7.1 above until the expiration of the applicable Patent. NAICONS will pay the royalty on an annual basis by May 1st of each year. NAICONS will provide a report along with the payment detailing the calculation of Net Sales of each Product in each country in which the Product is sold.

7.3 NAICONS will keep accurate records and books showing the manufacture, sale and import of Products in sufficient detail to enable Vicuron to determine the royalties payable by NAICONS. Vicuron shall have the right to conduct a yearly audit of NAICONS books and records concerning the Products at NAICONS premises to confirm the accuracy of the royalty payments and reports.

8. **Status Report.** NAICONS will provide to Vicuron a report at the end of each calendar year describing the development of compounds covered by the Program Patents or the VIC 107 Patents. Reports will be sent to Kathryn E. Smith at Pfizer Inc, 50 Pequot Avenue, New London, CT 06320. The reports shall be treated as Confidential Information.

9. **Confidential Information.**

9.1 Information shall be deemed "Confidential Information" if it is marked confidential, or, if disclosed orally, is summarized in writing within 30 days after disclosure. Confidential Information may not be disclosed to third parties except in accordance with this Agreement. Vicuron and NAICONS will use the same measures to protect the other Party's Confidential Information as it uses to protect its own

Confidential Information. The commercial terms of this Agreement, including the royalty rate, shall be considered Confidential Information.

9.2 If a Party is required by law to disclose this information, it must give the other Party prompt notice and cooperate with the other Party if it seeks, at its expense, a protective order. If the other Party fails to obtain a protective order, a Party may - without the other's permission - disclose the information that its legal counsel advises it is required to disclose.

9.3 A Party may disclose Confidential Information to a third party if the third party needs to know the Confidential Information to perform obligations on the disclosing Party's behalf and if the third party is bound by contract to maintain such information in confidence on the same terms as are set forth in this Agreement.

10. Filing, Prosecution and Maintenance of Patents.

10.1 Vicuron in its sole discretion, shall keep, prosecute and maintain the VIC 107 Patents. Vicuron has the sole right to enforce the VIC 107 Patents with respect to any non-human use. Vicuron may take all actions reasonably necessary to obtain patent extensions under 35 U.S.C. Section 156 and foreign counterparts for the VIC 107 Patents.

10.2 If Vicuron does not wish to continue to support filing, prosecution or maintenance of any VIC 107 Patents, it will notify NAICONS in writing promptly for the purposes of the transfer described here under. NAICONS may, at its cost (but without consideration), require the assignment to it of any of the VIC 107 Patents. From the date of the transfer assignment, Vicuron's obligations set forth in article 10.1 will cease. If NAICONS does not request such assignment, Vicuron may abandon the VIC 107 Patents.

10.3 Unless Vicuron reasonably believes that enforcements of the VIC 107 Patents would invalidate such patents, Vicuron will agree to join any legal proceeding brought by NAICONS to protect, enforce and defend the VIC 107 Patents for human use against any third party. NAICONS will pay all costs of the legal proceeding. This provision shall apply as far as the ownership of the VIC 107 Patents remains vested in Vicuron.

11. Term and Termination.

11.1 If not earlier terminated, the Agreement shall remain in effect until the last to expire of the Program Patents and the VIC 107 Patents.

11.2 The following will be breach events ("Breach Event"): (a) any representation or warranty of a Party under this Agreement proves to have been incorrect in any material respect when made, or (b) a Party fails in any material respect to perform or fail to abide to any material obligation of this Agreement, and the failure remains un-remedied for 30 (thirty) days after written notice from the other Party.

If a Party is responsible for a Breach Event, the other Party may terminate this Agreement immediately by giving written notice.

11.3 Termination of this Agreement will not

- terminate the license granted to Vicuron in Section 3.2 or
- affect NAICONS obligations under Section 6, 9 and 14 (subject to the limitation provided by article 14.2)
- affect and/or prejudice the ownership of the Assets and/or the Program Patents in any way whatsoever.

Termination of this Agreement will not prejudice: (a) any terms which contemplate performance after termination, (b) a Party's right to receive any payments accrued; or any other remedies which either Party may otherwise have.

12. Representations, Warranties and Covenants.

12.1 NAICONS represents and warrants to Vicuron and Vicuron represents and warrants to NAICONS as follows:

- a. To be a corporation duly organized, validly existing and is in good standing under the laws of Italy.
- b. To have all the power and authority to conduct its business as now being conducted.
- c. To have all power and authority to enter into and perform this Agreement.
- d. This Agreement has been duly authorized by all necessary corporate action and will not (a) require the consent of its stockholders; (b) violate any applicable law; (c) violate its certificate of incorporation or by-laws; or (d) breach any agreement, permit or other instrument that binds it or its assets.
- e. Not to owe an obligation to a third party that conflicts with this Agreement or that would impede its performance of this Agreement.
- f. To have sufficient rights in its tangible and intangible assets to perform this Agreement and it is not aware that a third party disputes these rights.
- g. With respect to NAICONS only, to have the experience and technical skills necessary to manage the Assets, in accordance with all applicable laws.

12.2 NAICONS and Vicuron covenant that they will:

- a. Not enter into an obligation with a third party that conflicts with this Agreement or that would impede its performance of this Agreement.

b. Comply in all material respects with the requirements of all applicable laws.

13. **Publications and Public Announcement.** The Parties will not issue a press release or make a public announcement concerning this Agreement without the written consent of the other Party. NAICONS will recognize the scientific contribution of the former Gerenzano scientists where appropriate.

14. **Indemnification.**

14.1 NAICONS indemnifies and holds harmless Vicuron, its officers, directors and Affiliates from any third party proved and documented losses or damages (including attorneys fees) that relate or arise out of (i) NAICONS negligent use of the Assets or (ii) NAICONS manufacture, use, sale or import of Products. Should a claim be filed against Vicuron in respect of the Assets and/or the Products, NAICONS shall have the right to control the defense of such claim.

14.2 With respect to Products covered by the VIC 107 Patents, if the Agreement is terminated for breach according to article 11 above, the indemnification obligation shall apply to acts and/or omissions that occurred prior to the termination.

15. **Notices.** All notices will be in writing and sent by certified mail, return receipt requested, courier, or facsimile to the addresses noted below. Notices will be deemed given on the date it is received.

If to Vicuron: Vicuron Pharmaceuticals Italy, srl
c/o Pfizer Inc.
50 Pequot Avenue
New London, CT 06320
Attn.: President, PGRD
Copy to: General Counsel, PGRD

If to NAICONS: Naicons S.c.a.r.l.
Via G. Fantoli, 16/15
20138 Milano
Italy
Attention: Daniela Jabes

16. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Both Parties agree that New York state shall be the exclusive jurisdiction for any disputes concerning this Agreement.

--- AGREEMENT may only be amended or canceled in writing.

17.4 Assignment and Successors. A Party may not assign this Agreement without the written permission of the other Party. Either Party may assign this Agreement as well as its rights and obligations under this Agreement to its Affiliates. "Affiliate" means any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with a Party.

17.5 Force Majeure. A Party will not be in breach or liable for any failure of delay of its performance of this Agreement caused by natural disasters or circumstances reasonably beyond its control.

17.6 Severability. If any provision of this Agreement is invalid or is unenforceable, the Parties intend that the remainder of the Agreement will be unaffected.

SIGNED AND EXECUTED ON February 1st 2007 BY:

Vicuron Pharmaceuticals Italy Srl.

NAICONS S.c.a.r.l.

Signature:



MARTIN T. FERBER

By: Mr. Martin T. Ferber

Title: President and Director

Signature:



By: Mrs. Daniela Jabes

Title: President

Exhibit B
Program Patents

Case	Pfizer Case	Title	E./exp.	U.S.A./ exp.
676	19469	Antibiotic GE 2270	359062/09	5202241/10
678	19474	Antibiotic GE 2270 factors A1, A2, A3 and H	406745/10	5322777/11 5139778/10
698	19452	Amides of antibiotic GE 2270 factors (includes VIC-200376)	565567/12	5547666/13 5599791/14
722	19475	Process for the selective increase of production of antibiotic GE2270 factor A by adding vitamin B12 to nutrient medium	662145/13	5882900/17
0006	19453	Medicament for the treatment or prevention of acne (refers to BI-K0376)	20030759919	10/518802

Exhibit C
VIC 107 Patent Application

	19461	Antibiotic 107891, its factors A1 and A2, pharmaceutically acceptable salts and compositions, and use thereof	20040740916	10/521336
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