

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Valois SAS	10/24/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Altana Pharma AG
<b>Street Address:</b>	Byk Gulden Strasse 2
<b>City:</b>	Konstanz
<b>State/Country:</b>	FEDERAL REPUBLIC GERMANY
<b>Postal Code:</b>	D-78467
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29283277
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)527-7701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(212) 527-7727
<b>Email:</b>	kharihar@darbylaw.com
<b>Correspondent Name:</b>	Adda C. Gogoris
<b>Address Line 1:</b>	P.O. Box 770
<b>Address Line 2:</b>	Church Street Station
<b>Address Line 4:</b>	New York, NEW YORK 10008-0770
<b>ATTORNEY DOCKET NUMBER:</b>	20306/0207087-US0
<b>NAME OF SUBMITTER:</b>	Katherine Harihar
<b>Total Attachments: 4</b> source=01316224#page1.tif source=01316224#page2.tif source=01316224#page3.tif source=01316224#page4.tif	

OP \$40.00 29283277

**PATENT**

**500396886**

**REEL: 020260 FRAME: 0685**

DEVELOPMENT AND PILOT SCALE SUPPLY AGREEMENT

THIS DEVELOPMENT AND PILOT SCALE SUPPLY AGREEMENT effective as of October 24<sup>th</sup>, 2005 by and between Altana Pharma, a corporation organized under the laws of Germany having its principal place of business at Byk Gulden Strasse 2, D-78467 Konstanz, Germany ("**ALTANA**"), and Valois SAS, a corporation organized under the laws of France, having its principal place of business at Le Prieuré, 27110, Le Neubourg, France ("**Valois**"), (each a "**Party**" and together the "**Parties**")

**RECITALS**

[REDACTED]

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**

Except if the context requires otherwise, singular words shall include the plural and vice-versa. As used herein and unless otherwise indicated, the following terms shall have the meaning indicated below:

[REDACTED]

**"Agreement"** shall mean this agreement (as from time to time amended, varied, novated or supplemented).

[REDACTED]



**"Design"** shall mean the combination of the outer shape, style and colors of the Device.

[REDACTED]

**"Device"** shall mean Valois' Nasal Actuator integrating Valois' Dose Indicator as per the Design that is to be developed by Valois for use with 'ALTANA's pMDI' pursuant to this Agreement.

[REDACTED]

**"Intellectual Property Rights"** shall mean patents, trade marks, trade names, domain names, service marks, registered designs, rights in designs, applications for any of the foregoing, trade or business names, Copyright, Know-How, rights under licenses, rights in databases and consents for any such thing, utility models and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection of a similar nature or having equivalent or similar effect subsisting anywhere in the world.

[REDACTED]

4.2.3

[REDACTED]

4.2.4

[REDACTED]

4.2.5

[REDACTED]

5. INTELLECTUAL PROPERTY RIGHTS

5.1

[REDACTED]

5.2

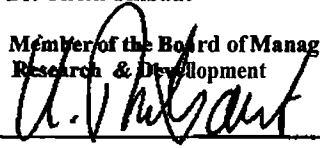
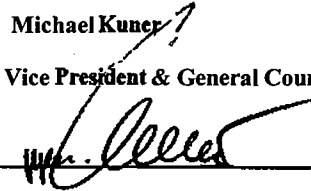
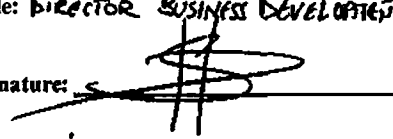
[REDACTED]

5.3 Any Intellectual Property Right relating to the Design shall be, at all times, the sole property of ALTANA and ALTANA shall be vested with all rights therein. Upon its own discretion and at its own cost, ALTANA shall be entitled to apply for the protection of the Design. Therefore, Valois shall not provide the Design to any other third party except when necessary to carry out its obligations under this Agreement.

5.4

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this Agreement as of the date set forth above.

ALTANA PHARMA AG	VALOIS SAS
<p>Name: Dr. Ulrich Thibaut</p> <p>Title: Member of the Board of Management Research &amp; Development</p> <p>Signature: </p> <p>Name: Michael Kuner</p> <p>Title: Vice President &amp; General Counsel</p> <p>Signature: </p> <p>Place, Date: Constance, October 24<sup>th</sup>, 2005</p>	<p>Name: SAHM HAFAR</p> <p>Title: DIRECTOR BUSINESS DEVELOPMENT, PULMONARY</p> <p>Signature: </p> <p>Place, Date: Le Neubourg, October 24<sup>th</sup>, 2005</p>

Appendices to this Agreement:

Appendix A



Appendix B



Appendix C



Appendix D

