

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aventisub Inc.	12/31/2008
RECEIVING PARTY DATA	
Name:	AVENTIS HOLDINGS INC.
Street Address:	3711 Kennett Pike, Suite 200
City:	Greenville
State/Country:	DELAWARE
Postal Code:	19807
PROPERTY NUMBERS Total: 110	
Property Type	Number
Patent Number:	4906755
Patent Number:	5189054
Patent Number:	5208240
Patent Number:	5278171
Patent Number:	5292746
Patent Number:	5304668
Patent Number:	5308841
Patent Number:	5320853
Patent Number:	5338862
Patent Number:	5352686
Patent Number:	5360814
Patent Number:	5371093
Patent Number:	5378693
Patent Number:	5380731
Patent Number:	5395823

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PATENT
REEL: 023985 FRAME: 0029

Patent Number:	5416076
Patent Number:	5424425
Patent Number:	5428158
Patent Number:	5430145
Patent Number:	5436237
Patent Number:	5436246
Patent Number:	5446068
Patent Number:	5457196
Patent Number:	5470844
Patent Number:	5478846
Patent Number:	5484814
Patent Number:	5491143
Patent Number:	5491153
Patent Number:	5495000
Patent Number:	5496927
Patent Number:	5500429
Patent Number:	5500444
Patent Number:	5508280
Patent Number:	5508287
Patent Number:	5508393
Patent Number:	5510373
Patent Number:	5514688
Patent Number:	5519048
Patent Number:	5527795
Patent Number:	5532400
Patent Number:	5538978
Patent Number:	5541201
Patent Number:	5545660
Patent Number:	5547991
Patent Number:	5559140
Patent Number:	5561144
Patent Number:	5561152
Patent Number:	5567814
Patent Number:	5591739
Patent Number:	5604221

Patent Number:	5606063
Patent Number:	5618824
Patent Number:	5618940
Patent Number:	5629309
Patent Number:	5631258
Patent Number:	5631375
Patent Number:	5635502
Patent Number:	5644061
Patent Number:	5650516
Patent Number:	5652370
Patent Number:	5654433
Patent Number:	5654477
Patent Number:	5663353
Patent Number:	5663448
Patent Number:	5668143
Patent Number:	5675009
Patent Number:	5675018
Patent Number:	5681925
Patent Number:	5691352
Patent Number:	5693668
Patent Number:	5698523
Patent Number:	5700812
Patent Number:	5700813
Patent Number:	5703107
Patent Number:	5716973
Patent Number:	5717093
Patent Number:	5721249
Patent Number:	5731306
Patent Number:	5756762
Patent Number:	5824690
Patent Number:	5849866
Patent Number:	5861416
Patent Number:	5877202
Patent Number:	5880119
Patent Number:	5910501

Patent Number:	5922696
Patent Number:	5955470
Patent Number:	5962435
Patent Number:	5972897
Patent Number:	5977074
Patent Number:	6008196
Patent Number:	6114380
Patent Number:	6130315
Patent Number:	6136820
Patent Number:	6147216
Patent Number:	6242606
Patent Number:	6340761
Patent Number:	6348597
Patent Number:	6399632
Patent Number:	6420373
Patent Number:	6441179
Patent Number:	6479663
Patent Number:	6541482
Patent Number:	6548675
Patent Number:	6552200
Patent Number:	6555689
Patent Number:	6559312
Patent Number:	6566526
Patent Number:	6777555
Application Number:	12192825

CORRESPONDENCE DATA

Fax Number: (908)231-2626

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 908-231-2083

Email: jacqueline.ostroski@sanofipasteur.com

Correspondent Name: Jacqueline Ostroski

Address Line 1: 1041 Route 202-206

Address Line 2: Mail Stop BWD-303A

Address Line 4: Bridgewater, NEW JERSEY 08807

ATTORNEY DOCKET NUMBER:

USA0792V

PATENT
REEL: 023985 FRAME: 0032

NAME OF SUBMITTER:

Jacqueline Ostroski

Total Attachments: 4

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BILL OF SALE AND ASSIGNMENT
[Step 2]

BILL OF SALE AND ASSIGNMENT, dated as of December 31, 2008 (the "Effective Date"), by and between AVENTISUB INC., a corporation organized under the laws of the State of Delaware and AVENTIS HOLDINGS INC., a corporation organized under the laws of the State of Delaware ("Transferee").

Section 1. This Bill of Sale and Assignment is executed pursuant to the terms and conditions of that certain Contribution Agreement entered into as of the date hereof by and between Transferor and Transferee (the "Agreement"), whereby, among other things, Transferor agreed to contribute, assign, transfer, convey and deliver to Transferee, and Transferee agreed to accept from Transferor, the Transferred Assets. All capitalized terms used herein which are not otherwise defined shall have the meaning set forth in the Agreement.

Section 2. In consideration of the premises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Transferor does hereby contribute, assign, transfer, convey and deliver to Transferee, and Transferee hereby accepts from Transferor, all of Transferor's right, title and interest in, to and under the Transferred Assets, free and clear of all liens and encumbrances, and without recourse, representation or warranty, except as otherwise expressly provided in the Agreement; provided, however, that any contribution, assignment, transfer, conveyance or delivery of any right, title and interest in, to and under any Transferred Asset which is a contract, shall be subject to any required consent of a third party or licensor thereof (which consent has not previously been obtained) if an attempted contribution, assignment, transfer, conveyance or delivery of such contract would constitute a breach, default or violation or other contravention of, or with respect to, such contract.

Section 3. This Bill of Sale and Assignment is effective as of the Effective Date.

Section 4. This Bill of Sale and Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that neither party shall assign this Bill of Sale and Assignment without the prior written consent of the other party thereto.

Section 5. No amendment to any provision of this Bill of Sale and Assignment shall be effective unless it is in writing and signed by Transferor and Transferee, and no waiver of any provision of this Bill of Sale and Assignment, and no consent to any departure by the parties therefrom, shall be effective other than in specific instance and for the specific purpose for which given.

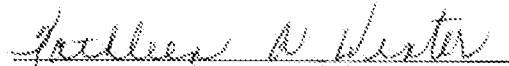
Section 6. If any provision or portion of this Bill of Sale and Assignment shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Bill of Sale and Assignment shall not be affected thereby.

Section 7. This Bill of Sale and Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8. This Bill of Sale shall be governed by and construed in accordance with the substantive laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Transferor and Transferee have caused this Bill of Sale and Assignment to be duly executed and delivered by their authorized officers as of the date first written above.

AVENTISUB INC

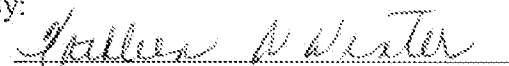

Name: Kathleen A. Winter
Title: President

By:

Name: Andrea Q. Ryan
Title: Authorized Signatory

AVENTIS HOLDINGS INC.

By:


Name: Kathleen A. Winter
Title: President

By:

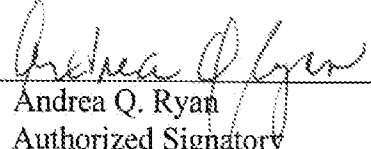
Name: Andrea Q. Ryan
Title: Authorized Signatory

IN WITNESS WHEREOF, Transferor and Transferee have caused this Bill of Sale and Assignment to be duly executed and delivered by their authorized officers as of the date first written above.

AVENTISUB INC

Name: Kathleen A. Winter
Title: President

By:



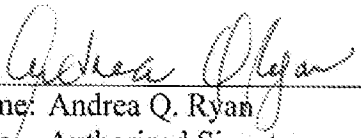
Name: Andrea Q. Ryan
Title: Authorized Signatory

AVENTIS HOLDINGS INC.

By:

Name: Kathleen A. Winter
Title: President

By:



Name: Andrea Q. Ryan
Title: Authorized Signatory