

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
ETHICON, INC.	12/01/2008
JOHNSON & JOHNSON	12/01/2008
JOHNSON & JOHNSON MEDICAL LIMITED	12/01/2008
JOHNSON & JOHNSON MEDICAL B.V.	12/01/2008
JANSSEN PHARMACEUTICA N.V.	12/01/2008
CILAG AG	12/01/2008
CILAG HOLDING AG	12/01/2008
JEVCO LIMITED	12/01/2008

**RECEIVING PARTY DATA**

Name:	SYSTAGENIX WOUND MANAGEMENT (US), INC.
Street Address:	1209 Orange Street
Internal Address:	c/o Corporation Trust Company
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801

Name:	SYSTAGENIX WOUND MANAGEMENT IP CO. B.V.
Street Address:	Keizersgracht 64
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1015CS

**PROPERTY NUMBERS Total: 72**

Property Type	Number
Patent Number:	5688522
Patent Number:	5723144
Patent Number:	6022556

**CH \$2880.00 5688522**

Patent Number:	5735812
Patent Number:	5766631
Patent Number:	5660857
Patent Number:	5789465
Patent Number:	6001895
Patent Number:	6015844
Patent Number:	5693624
Patent Number:	4328646
Patent Number:	5869080
Patent Number:	6050967
Patent Number:	5981822
Patent Number:	6233905
Patent Number:	7601546
Patent Number:	4935019
Patent Number:	5127423
Patent Number:	D458687
Patent Number:	6509388
Patent Number:	6566577
Patent Number:	7538257
Patent Number:	4838253
Patent Number:	5142750
Application Number:	11913434
Application Number:	11477307
Application Number:	12373619
Application Number:	12516487
Application Number:	12450377
Application Number:	07971440
Application Number:	08035013
Application Number:	08293864
Application Number:	09078778
Application Number:	60049161
Application Number:	60506169
Application Number:	10567389
Application Number:	10568492
Application Number:	10579897

Application Number:	10579850
Application Number:	10587993
Application Number:	11814807
Application Number:	10445222
Application Number:	10538315
Application Number:	10538427
Application Number:	10529157
Application Number:	09142814
Application Number:	08992649
Application Number:	08993372
Application Number:	09034667
Application Number:	09037789
Application Number:	09673390
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Application Number:	10262983
Application Number:	10494507
Application Number:	10497442
Application Number:	10496158
Application Number:	10476841
Application Number:	10528742
Application Number:	12470620
Application Number:	10528262
Application Number:	60492750
Application Number:	10554375
Application Number:	10560544
Application Number:	10560545
Application Number:	60472126
Application Number:	29024564
Application Number:	29053857
Application Number:	08462243

CORRESPONDENCE DATA

Fax Number: (215)963-5001

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

Email: cmba-jonas@morganlewis.com

Correspondent Name: Collins Mba-Jonas

Address Line 1: Morgan, Lewis & Bockius

Address Line 2: 1701 Market Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

101713-5000

NAME OF SUBMITTER:

Collins Mba-Jonas

Total Attachments: 11

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**GENERAL ASSIGNMENT (IP)**

This General Assignment (IP) (this "Agreement") is made and entered into as of December 1, 2008, among ETHICON, INC., a New Jersey corporation ("Ethicon"), JOHNSON & JOHNSON, a New Jersey Corporation with offices at One Johnson & Johnson Plaza, New Brunswick, New Jersey, USA ("J&J"); JOHNSON & JOHNSON MEDICAL LIMITED, a private limited company incorporated in the United Kingdom under company number SC132162 and whose registered address is at P.O. Box 1988, Simpson Parkway, Livingston, West Lothian, EH54 OAB, United Kingdom; JOHNSON & JOHNSON MEDICAL B.V., a Besloten Vennootschap company incorporated in the Netherlands whose registered address is at Computerweg 14, 3821 AB Amersfoort, Netherlands; JANSSEN PHARMACEUTICA N.V., a company located in Belgium with offices at Turnhoutseweg 30, B2340 Beerse, Belgium; CILAG AG, a Company located in Switzerland with offices at Hochstrasse 201, 8200 Schaffhausen, Switzerland; CILAG HOLDING AG, a Company located in Switzerland with offices at Landis + Gyr-Strasse 1, CH-6300 Zug, Switzerland; JEVCO LIMITED, a private limited company incorporated in the United Kingdom under company number SC0399859 and whose registered address is at P.O. Box 1988, Simpson Parkway, Livingston, West Lothian, EH54 OAB, United Kingdom (collectively, "Assignor") and SYSTAGENIX WOUND MANAGEMENT (US), INC., a Delaware corporation ("U.S. Assignee") and SYSTAGENIX WOUND MANAGEMENT IP CO B.V., a Netherlands company ("Non-U.S. Assignee", and together with U.S. Assignee, "Assignee").

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement dated as of June 29, 2008 (the "Asset Purchase Agreement"), between Ethicon, Soleil WC Acquisition Corp. II, a Cayman exempted company limited by shares ("Buyer"), and Soleil WC Acquisition Corp. I, a Cayman exempted company limited by shares, Buyer agreed to purchase certain assets related to the Business as a going concern and assume certain liabilities related to the Business (either directly or through one or more of its Affiliates), in each case as more fully described in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement, the parties hereto hereby agree as follows:

SECTION 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

SECTION 2. Conveyance, Assignment and Transfer. (a) Upon the terms of the Asset Purchase Agreement, Assignor hereby sells, conveys, assigns and transfers to U.S. Assignee, and U.S. Assignee hereby purchases, acquires and accepts from such Assignor, free and clear of all liabilities (other than the Assumed Liabilities and Permitted Liens), any and all of the right, title and interest of such Assignor in, to and under the Transferred IP and all domain names identified on Schedule 2.02(a)(ix) to the Asset Purchase Agreement, in each case relating to the Business in the United States (other than any assets that are specifically assigned in a separate written assignment to

Assignee or any of its Affiliates and the ccTLD names assigned pursuant to Section 2(b) of this Agreement; but including, for the avoidance of doubt, all Copyrights included in Transferred IP and used in the Business in the United States, including all rights to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith).

(b) Upon the terms of the Asset Purchase Agreement, Assignor hereby sells, conveys, assigns and transfers to Non-U.S. Assignee, and Non-U.S. Assignee hereby purchases, acquires and accepts from such Assignor, free and clear of all liabilities (other than the Assumed Liabilities and Permitted Liens), any and all of the right, title and interest of such Assignor in, to and under the Transferred IP and all domain names identified on Schedule 2.02(a)(ix) to the Asset Purchase Agreement (except as noted in the last sentence of this sub-section), in each case relating to the Business outside the United States (other than any assets that are specifically assigned in a separate written assignment to Assignee or any of its Affiliates; but including, for the avoidance of doubt, all Copyrights included in Transferred IP and relating to the Business outside the United States which have not been assigned in a separate written agreement to Assignee or any of its Affiliates, including all rights to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith). For the avoidance of doubt, to the extent that any of the Transferred IP transferred pursuant to this Agreement is used in the United States and in other countries, Assignor hereby sells, conveys, assigns and transfers to (i) Non-U.S. Assignee, and Non-U.S. Assignee hereby purchases, acquires and accepts from Assignor, any and all relevant non-U.S. rights in and to the Transferred IP; and (ii) U.S. Assignee, and U.S. Assignee hereby purchases, acquires and accepts from Assignor, any and all relevant U.S. rights in and to the Transferred IP. With respect to domain names that end in “.com”, “.net”, “.biz” and “.info”, such domain names shall be assigned to U.S. Assignee pursuant to Section 2(a) of this Agreement and all ccTLD names shall be assigned pursuant to Section 2(b) of this Agreement. Prior to any Non-Principal Country Unit Closing relating to a ccTLD name transferred hereunder, the parties shall cooperate in good faith to avoid disruption of Assignor’s or its Affiliates’ use of such ccTLD names.

**SECTION 3. No Modification of Asset Purchase Agreement.** Neither the making nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by any party to the Asset Purchase Agreement of any obligations or liabilities imposed thereby. For the avoidance of doubt, other than pursuant to Article VII of the Asset Purchase Agreement, neither Assignee nor any of its Affiliates shall own or have any rights to use any Excluded Asset contained in the Transferred IP.

**SECTION 4. General.** (a) This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to the other party hereto.

(b) This Agreement, the Asset Purchase Agreement, the Confidentiality Agreement and the other Transaction Documents, along with any Schedules and Exhibits thereto, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. None of the parties shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth in the Asset Purchase Agreement, the Confidentiality Agreement or the other Transaction Documents. In the event of a conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

(c) For a period of 18 months after the date hereof, Assignor shall cause any of its other Affiliates that have rights in any Transferred IP or any domain name identified on Schedule 2.02(a)(ix) to the Asset Purchase Agreement to assign such rights to U.S. Assignee or Non-U.S. Assignee, as applicable, pursuant to the terms of this Agreement and the Asset Purchase Agreement. For the avoidance of doubt, during the period described above, Assignor shall, and will cause its Affiliates to, reassign any domain name transferred or purported to be transferred hereunder to a designated Affiliate of Assignee if the domain name is required by Law to be held by an Affiliate of Assignee other than Non-U.S. Assignee.

(d) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(e) Each party hereto hereby waives to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement, the Asset Purchase Agreement, any other Transaction Document or any transaction contemplated hereby or thereby. Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party hereto have been induced to enter into this Agreement, the Asset Purchase Agreement and the other Transaction Documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 4(e).

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, each party hereto has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

ASSIGNOR:

ETHICON, INC.

By: James E. Moran

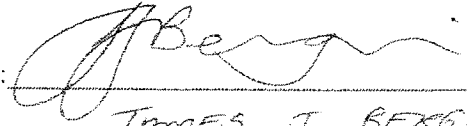
[Signature page to Assignment Agreement - US]

PATENT  
REEL: 024563 FRAME: 0375



JOHNSON & JOHNSON,

By:

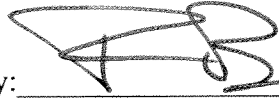


JAMES J. BERGIN  
ASSISTANT SECRETARY

[Signature page to Assignment Agreement - US]

**PATENT**  
**REEL: 024563 FRAME: 0376**

CILAG HOLDING AG,


By:  \_\_\_\_\_

RICHARD F. BIRIBAUER  
POWER OF ATTORNEY

[Signature page to Assignment Agreement - US]

**PATENT**  
**REEL: 024563 FRAME: 0377**


JANSSEN PHARMACEUTICA N.V.,

By:   
RICHARD F. BIRIBAUER  
SPECIAL PROXY

[Signature page to Assignment Agreement - US]

**PATENT**  
**REEL: 024563 FRAME: 0378**

CILAG AG,

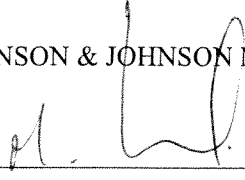
By: \_\_\_\_\_

RICHARD F. BIRIBAUER  
POWER OF ATTORNEY

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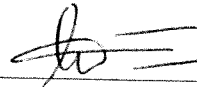
**PATENT**  
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JOHNSON & JOHNSON MEDICAL B.V.,

By:  \_\_\_\_\_

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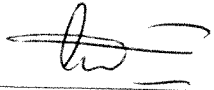
JEVCO LIMITED,

By:  \_\_\_\_\_

[Signature page to Assignment Agreement - US]

**PATENT**  
**REEL: 024563 FRAME: 0381**

JOHNSON & JOHNSON MEDICAL  
LIMITED,

By:  \_\_\_\_\_

[Signature page to Assignment Agreement - US]