# OP \$320.00 10734640

# PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
LABORATOIRES BESINS INTERNATIONAL	07/16/2010

### **RECEIVING PARTY DATA**

Name:	BESINS HEALTHCARE LUXEMBOURG		
Street Address:	67, Boulevard Grande-Duchesse Charlotte		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1331		

# PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	10734640
Application Number:	10734644
Application Number:	12353890
Application Number:	10734638
Application Number:	12397487
Application Number:	10805528
Application Number:	10805530
Application Number:	11249122

### **CORRESPONDENCE DATA**

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PATENT

REEL: 024917 FRAME: 0229

ATTORNEY DOCKET NUMBER:	088734-0101
NAME OF SUBMITTER:	Courtenay C. Brinckerhoff
Total Attachments: 2 source=assign10734640#page1.tif source=assign10734640#page2.tif	

PATENT REEL: 024917 FRAME: 0230

# **ASSIGNMENT - WORLDWIDE**

### BY AND BETWEEN

LABORATOIRES BESINS INTERNATIONAL

3 rue du Bourg l'Abbé, 75003, Paris,

France

(Hereinafter "ASSIGNOR"),

AND

BESINS HEALTHCARE LUXEMBOURG

67, Boulevard Grande-Duchesse Charlotte

L-1331 Luxembourg

Grand-Duché du Luxembourg (Hereinafter "ASSIGNEE"),

WHEREAS ASSIGNOR is the owner and applicant of the following US patents/patent applications (hereinafter "Patents");

PATENT APPLICATION N°	FILING DATE	PRIORITY CLAIMED	PUBLICATION NUMBER	TITLE
US10/734,640	15 <sup>th</sup> Dec 2003	US 60/433,959	US2005/0032909	Treatment of Mastalgia with 4-Hydroxy tamoxifen
US10/734,644	15 <sup>th</sup> Dec 2003	US 60/433,958	US2004/0138314	Reduction of Breast Density with 4-Hydroxy Tamoxifen
US12/353,890	14 <sup>th</sup> Jan 2009	US 60/458,963	US2009/0186944	Prevention and Treatment of Breast Cancer with 4- Hydroxy tamoxifen
US10/734,638	15 <sup>th</sup> Dec 2003	US 60/458,963	US2005/0031695	Percutaneous Composition comprising 4-Hydroxy tamoxifen
US12/397,487	4 <sup>th</sup> March 2009	US 10/805,528	US2009/0203796	Treatment and Prevention of Benign Breast Disease with 4-Hydroxy tamoxifen
US10/805,528	22 <sup>nd</sup> March 2004		US2005/0209340	Treatment and Prevention of Benign Breast Disease with 4-Hydroxy tamoxifen
US10/805,530	22 <sup>nd</sup> March 2004		US2005/0208139	Chemically Stable Compositions of 4-Hydroxy tamoxifen
US11/249,122	13 <sup>h</sup> Oct 2005	EP04292447.2 US60/638,359	US2006/0105041	4-Hydroxy Tamoxifen Gel Formulations

WHEREAS ASSIGNEE and ASSIGNOR are Parties to a Purchase Agreement, effective June 4<sup>th</sup>, 2010, wherein ASSIGNEE has acquired ASSIGNOR's interest in, to and under the Patents; and

WHEREAS the Parties agree to execute this Assignment.

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NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, ASSIGNOR hereby confirms ASSIGNEE's entire ownership of ASSIGNOR's share in the exclusive right, title and interest to patent rights on all the inventions claimed in the Patents, including (a) Letters Patents to be obtained therefore on said applications; (b) all improvements and modifications of the aboveidentified Patents and Patent applications; (c) all divisions, continuations, continuations-in-part, renewals, substitutes, re-examinations, reissues, and extensions of said applications, and (d) the right to claim for any of said applications the full benefits and priority rights under the Paris Convention and TRIPS/WTO agreements; such rights, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which the Patents may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

The ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment; ASSIGNOR hereby undertakes to execute and deliver to ASSIGNEE upon request all lawful documents which may be requested by ASSIGNEE, and to furnish ASSIGNEE with all facts relating to said Patents as may be requested.

The Patents may then be published and delivered in the name of ASSIGNEE in place of ASSIGNOR in accordance herewith; record of this assignment with the Patent Offices will be made by the ASSIGNEE who will bear the corresponding cost.

ASSIGNEE shall have the right to maintain these Patents/patent applications in force and to exploit them directly or indirectly as the sole owner thereof.

ASSIGNEE will be entitled to undertake, resume or continue, in its own name but at its own expense, risks and profits, as plaintiff or defendant, all rights, proceedings or actions concerning the assigned Patents including the right to legally pursue any former or future usurpation.

ASSIGNEE may also claim or obtain for its exclusive benefit, all damages owed by infringers of the Patents for infringing acts committed before or after the present assignment.

Record of this assignment with the USPTO will be made by the ASSIGNEE who will bear the corresponding cost.

All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement hereto shall be governed by, and construed in accordance with the Laws of Luxembourg. The Parties hereby submit to the exclusive jurisdiction of the Luxembourg Court.

LABORATOIRES BESINS INTERNATIONAL

Executed this /day of / 6 JULY , 2010

ByTitle

BESINS HEALTHCARE LUXEMBOURG

Executed this /day of 6 JULY, 200

DEMS CANET

Title COMPANY MANACER

PATENT

REEL: 024917 FRAME: 0232

RECORDED: 08/31/2010