

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Aventis Pharmaceuticals Holdings Inc.	07/01/2004
RECEIVING PARTY DATA	
Name:	Aventis (Ireland) Limited
Street Address:	18 Riverwalk
Internal Address:	National Digital Park
City:	Citywest
State/Country:	IRELAND
Postal Code:	Dublin 24
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7731758
Application Number:	12776909
CORRESPONDENCE DATA	
Fax Number:	(908)231-2626
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	908-231-2551
Email:	linda.remer@sanofi-aventis.com
Correspondent Name:	Ronald G. Ort
Address Line 1:	1041 Route 202-206
Address Line 2:	Mail Stop BW D-303A
Address Line 4:	Bridgewater, NEW JERSEY 08807
ATTORNEY DOCKET NUMBER:	USAV2002/0133 US DIV-CNT
NAME OF SUBMITTER:	Linda J. Remer
Total Attachments: 36	
source=Asset-Purchase Agreement Dermik and APHI to Aventis (Ireland) Limited 07.01.04#page1.tif	

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PATENT
REEL: 025783 FRAME: 0048

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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

DERMIK LABORATORIES
(a division of Aventis Pharmaceuticals Inc.),

AVENTIS PHARMACEUTICALS HOLDINGS INC.,

AND

AVENTIS (IRELAND) LIMITED

AGREEMENT

This Agreement ("AGREEMENT") effective as of July 1, 2004, by and among:

Aventis (Ireland) Ltd. ("PURCHASER"), an Irish corporation, with offices at 18 Riverwalk, National Digital Park, Citywest, Dublin 24, Ireland,

Dermik Laboratories ("DERMIK"), a division of Aventis Pharmaceuticals Inc., a Delaware corporation, with offices at 1050 Westlakes Drive, Berwyn, PA 19312, USA; and

Aventis Pharmaceuticals Holdings Inc. ("APHI"), a Delaware corporation, with offices at 3711 Kennett Pike, Suite 200, Greenville, DE 19807, USA;

WHEREAS, DERMIK and/or APHI (collectively referred to hereinafter as "SELLER") is the owner of the ASSETS (as defined in Article I below), and PURCHASER desires to purchase from SELLER, and SELLER desires to sell, transfer and assign to PURCHASER the ASSETS, on the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter made and the mutual benefits to be derived from this AGREEMENT, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I. DEFINITIONS

Capitalized terms used in this AGREEMENT shall have the meanings ascribed to them in this Article I or as otherwise set forth herein.

1.1 "AFFILIATE" means any individual, corporation or other entity (legal or otherwise) that any party directly or indirectly through one or more intermediaries controls or that is controlled by or under common control with such party. For the purpose of this AGREEMENT, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an individual, corporation or other entity (legal or otherwise), whether through the ownership of voting securities, by contract, or otherwise.

1.2 "AGREEMENT" means this Agreement by and among SELLER and PURCHASER.

1.3 "APPLICABLE LAWS" shall mean all applicable laws, statutes, rules, regulations, ordinances, orders, decrees, writs, judicial or administrative decisions and the like of any nation or government, any state or other political subdivision thereof, any entity exercising executive, judicial, regulatory or administrative functions of or pertaining to government (including, without limitation, any governmental authority, agency, department, board,

commission or instrumentality of any governmental unit or any political subdivision thereof), any tribunal or arbitrator of competent jurisdiction, and any self-regulatory organization.

1.4 "APPROVALS" means SELLER's approval(s) and all other governmental approvals, licenses and permits in the TERRITORY for the PRODUCTS filed or approved in accordance with the requirements of any agency, as they may be amended or supplemented from time to time.

1.5 "ASSETS" means the assets, rights, or other items of value specified in Exhibit B hereto.

1.6 "ASSUMED CONTRACTS" means the contracts and rights specified in Exhibit E hereto.

1.7 "BOOKS AND RECORDS" means the book and records of SELLER listed in Exhibit F hereto.

1.8 "EFFECTIVE DATE" means the date of this AGREEMENT.

1.9 "EQUIPMENT" means the equipment listed in Exhibit G hereto.

1.10 "INTELLECTUAL PROPERTY" means the KNOW-HOW, the PATENTS, the TRADEMARKS and copyrights, trade secrets, domain names, web site content and other intellectual property rights related to the PRODUCTS, and LICENSED RIGHTS.

1.11 "KNOW-HOW" means information, knowledge, know-how, inventions and trade secrets pertaining to or related to the development, registration, manufacturing, formulation, sale, use and commercialization of the PRODUCTS, including, without limitation, physico-chemical data, specifications, quality control information and procedures and information concerning the clinical, toxicological and pharmacological properties of the PRODUCTS.

1.12 "OTHER RIGHTS" means the rights listed in Exhibit H hereto.

1.13 "PATENTS" means the patent applications and patents issuing therefrom corresponding to, or that shall correspond to, and that otherwise relate to the subject matter described in the PCT patent applications specified in Exhibit C hereto and any other patents and patent applications related to the PRODUCTS.

1.14 "PRODUCTS" means the products described in Exhibit A hereto.

1.15 "PURCHASE PRICE" shall have the meaning set forth in Section 2.2 hereof.

1.16 "REGULATORY AUTHORIZATIONS" means all SELLER's approval(s) and all other governmental approvals, licenses and permits in the TERRITORY related to the PRODUCTS filed or approved in accordance with the requirements of any

AGENCY, as they may be amended or supplemented from time to time (including, without limitation, CE Marks), including, without limitation, the items listed in Exhibit I and any other regulatory, reimbursement or marketing authorizations, applications and other filings related to the PRODUCTS.

1.17 "TECHNICAL SUPPORT SERVICES" means the services specified in Exhibit J hereto.

1.18 "TERRITORY" means the entire world.

1.19 "TRADEMARKS" means the trademarks registrations and applications listed in Exhibit D attached hereto and any other trademarks, trade names and domain names associated with the PRODUCTS and the associated goodwill.

Unless the context clearly indicates otherwise, the use herein of the singular shall include the plural, and the use of the masculine shall include the feminine and vice versa.

ARTICLE II. PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of the ASSETS. Effective as of the EFFECTIVE DATE, SELLER hereby sells, assigns, conveys and transfers to PURCHASER all right, title and interest in and to the ASSETS, free and clear of all liens, encumbrances, interests, and/or claims of any nature whatsoever. SELLER shall execute and deliver to PURCHASER all documents reasonably requested by PURCHASER that may be required in order to vest legal ownership of the such rights and properties in PURCHASER.

2.2 PURCHASE PRICE. In full consideration for the sale, conveyance, assignment, transfer and delivery of the ASSETS provided for in Section 2.1 hereof, and the other rights granted under this AGREEMENT, PURCHASER shall pay to SELLER FORTY-SIX MILLION DOLLARS (US\$46,000,000) (the "PURCHASE PRICE").

2.3 Payment. Amounts payable pursuant to Sections 2.2 shall be paid by PURCHASER by check or wire transfer in immediately available funds to the bank account of SELLER.

2.4 Taxes. If APPLICABLE LAWS require that taxes be withheld on any payment made under this AGREEMENT, the paying party shall be entitled to (i) deduct those taxes from the payment, (ii) pay the taxes to the proper taxing authority and (iii) send evidence of the obligation together with proof of payment to the other party hereto. SELLER shall be responsible for and shall promptly pay all transfer, sales, use, value-added and other taxes, if any, levied or imposed as a result of the transactions contemplated by this AGREEMENT.

ARTICLE III. ASSUMED CONTRACTS

3. ASSUMED CONTRACTS. SELLER shall use its reasonable best efforts to obtain any necessary consents and shall assign and transfer to PURCHASER, and PURCHASER shall assume and perform for time periods after the EFFECTIVE DATE, the ASSUMED CONTRACTS; including all rights and obligations contained therein, provided, however, that in the event that SELLER is unable to assign and transfer to PURCHASER any such ASSUMED CONTRACT, SELLER shall cooperate with PURCHASER and take all actions necessary requested by PURCHASER to provide PURCHASER with the full benefits of any such contract.

ARTICLE IV. REGULATORY

4. Transfer of REGULATORY AUTHORIZATIONS and Related Information. On the EFFECTIVE DATE, SELLER shall transfer to PURCHASER (or to PURCHASER'S AFFILIATES as designated by PURCHASER) all REGULATORY AUTHORIZATIONS that may be transferred to PURCHASER or its AFFILIATES or PURCHASER's designees under applicable laws, including without limitation all REGULATORY AUTHORIZATIONS held by SELLER's distributors or other agents. SELLER agrees that PURCHASER and its AFFILIATES may market, distribute and sell PRODUCTS in the TERRITORY pursuant to SELLER's REGULATORY AUTHORIZATIONS until such REGULATORY AUTHORIZATIONS are so duly transferred into the name of PURCHASER or its AFFILIATES. From and after the EFFECTIVE DATE, SELLER shall promptly take all necessary actions reasonably requested by PURCHASER to facilitate all required approvals of or with respect to the transfer of the REGULATORY AUTHORIZATIONS in the TERRITORY. SELLER shall use its best efforts to transfer all REGULATORY AUTHORIZATIONS. SELLER represents and warrants to PURCHASER that SELLER shall provide to PURCHASER all relevant product regulatory and manufacturing documentation, information and other information in SELLER's or SELLER's distributors' or other agents' possession or control comprising or relating to the REGULATORY AUTHORIZATIONS in the TERRITORY that has not been provided to PURCHASER on or before the EFFECTIVE DATE. To the extent that SELLER or its AFFILIATES develops or obtains any rights in a REGULATORY AUTHORIZATION from and after the EFFECTIVE DATE, such rights shall be transferred to PURCHASER or its AFFILIATES without additional consideration, subject to the provisions of APPLICABLE LAWS. SELLER shall not retain any right to reference any REGULATORY AUTHORIZATION.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 Patent Prosecution and Maintenance. PURCHASER shall have the sole right and obligation to prepare, file, prosecute and maintain patent applications, and to maintain and enforce patents included within the PATENTS.

5.2 Transfer of TRADEMARKS. PURCHASER shall be responsible for taking all necessary action to transfer or assign all registrations of or applications for registrations of the TRADEMARKS.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Parties. SELLER and PURCHASER each represent and warrant to the other, as of the EFFECTIVE DATE, as follows:

(a) No Conflict. Each party has the power, authority and right to enter into the AGREEMENT and to perform its obligations hereunder and thereunder, and its execution, delivery and performance of the AGREEMENT does not conflict with any material term of any other agreement to which it is a party or by which it is bound.

(b) Consents. No consent, approval, order, or authorization of, or registration, declaration or filing with, any governmental agency is required.

(c) Authorization. Each party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with full corporate power and authority to consummate the transactions contemplated hereby.

6.2 Representations and Warranties of SELLER. SELLER hereby represents and warrants to PURCHASER, as of the EFFECTIVE DATE, that:

(a) The ASSETS. SELLER owns all right, title and interest in and to the ASSETS in the TERRITORY, free and clear of any and all liens, encumbrances, claims, mortgages, security interests, charges, licenses or restrictions.

(b) Legal Capacity. SELLER has the sole legal right to assign and convey good and marketable title to the ASSETS to PURCHASER pursuant to this AGREEMENT, free and clear of all liens, encumbrances, claims, mortgages, security interests, charges or restrictions.

(c) INTELLECTUAL PROPERTY.

(i) SELLER owns all INTELLECTUAL PROPERTY necessary or desirable for the manufacture, marketing, distribution and sale of the PRODUCTS and the use of the ASSETS as presently conducted and as presently proposed to be conducted.

(ii) Exhibits C, D, and H hereto respectively identify each patent, trademark, trade name, or domain name that has been issued to or used by any SELLER or their AFFILIATES with respect to any of the INTELLECTUAL PROPERTY or the PRODUCTS, identifies each pending application or application for registration which any SELLER or their AFFILIATES has made with respect to the INTELLECTUAL PROPERTY, and identifies each license, agreement, or other permission that any SELLER or their AFFILIATES has granted to any third party with respect to the INTELLECTUAL PROPERTY.

(iii) With respect to each item of INTELLECTUAL PROPERTY:

(A) SELLER possesses all right, title, and interest in and to the item, free and clear of all liens, encumbrances, claims, mortgages, security interests, charges, licenses or restrictions;

(B) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(d) Regulatory Matters. SELLER owns all right, title and interest in and to the REGULATORY AUTHORIZATIONS (except for PRODUCT registrations owned by distributors under certain distribution agreements set forth in Exhibit I, where local law requires distributors to own such product registrations), free and clear of any and all liens, encumbrances, claims, mortgages, security interests, charges, licenses or restrictions thereon and has the legal right to transfer to PURCHASER all right, title and interest in and to the APPROVALS for the PRODUCTS in the TERRITORY.

ARTICLE VII. MISCELLANEOUS

7.1 Governing Law. This AGREEMENT shall be deemed to have been made in the Commonwealth of Pennsylvania, United States, and its form, execution, validity, construction and effect shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, United States, without giving effect to the principles of conflicts of law thereof.

7.2 Covenants of the Parties. PURCHASER on the one hand and SELLER on the other each covenants to the other that it shall comply in all material respects with all APPLICABLE LAWS, including tax laws, applicable to it and its activities under this AGREEMENT. The parties further agree that they shall, without payment or further consideration, execute and deliver any further or additional instruments or documents and perform any acts that may be reasonably necessary in order to effectuate and carry out the purposes of this AGREEMENT.

7.3 Headings and References. All section headings contained in this AGREEMENT are for convenience of reference only and shall not affect the meaning or interpretation of this AGREEMENT.

7.4 Severability. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable.

7.5 Entire Agreement. This AGREEMENT, including the exhibits and schedules hereto, constitute the entire agreement among the parties and their AFFILIATES relating to the subject matter hereof and supersede all previous writings and understandings,

whether oral or written, by and among SELLER and PURCHASER relating to the subject matter of this AGREEMENT.

7.6 Amendment. This AGREEMENT may not be amended, supplemented or otherwise modified except by an instrument in writing signed by the parties hereto that specifically refers to this AGREEMENT.

7.7 Notices. Any notice required or permitted under this AGREEMENT shall be in writing and sent by reputable courier service, charges prepaid, or by facsimile transmission with confirmation, to the address or facsimile number specified below. Such notices shall be deemed given three (3) business days after such deposit with such courier service or one (1) business day after such facsimile transmission.

If to PURCHASER: Aventis Ireland Limited
18 Riverwalk
National Digital Park,
Citywest, Dublin 24
Ireland
Fax Number:
Attention: James Gaul
Chief Financial Officer

If to SELLER: DERMIK Laboratories
1050 Westlakes Drive
Berwyn, PA 19312 USA
Fax Number: +1-484-595-2825
Attention: Sean McMullen
Chief Financial Officer

With copies to: General Counsel, Aventis Dermatology

And: Aventis Pharmaceuticals Holdings Inc.
3711 Kennett Pike, Suite 200
Greenville, DE 19807 USA
Attention: Joseph Palladino
President

7.8 Assignment, Sublicense and Binding Effect. Each party shall have the right to assign or sublicense its rights and/or delegate its obligations and duties in whole or in part under this AGREEMENT to an AFFILIATE of such party without the other party's consent or to a third party with the other party's prior written consent, which consent shall not be unreasonably withheld, provided that any such permitted assignee or sublicensee shall undertake and agree in writing to observe and perform the provisions of this AGREEMENT and the other TRANSACTION DOCUMENTS as relevant, and provided further that such assigning party shall not be released from its obligations hereunder.

7.9 No Agency. It is understood and agreed that each party shall have the status of an independent contractor under this AGREEMENT and that nothing in this AGREEMENT shall be construed as authorization for any party to act as agent for the other. PURCHASER shall not incur any liability for any act or failure to act by employees of SELLER and vice versa.

7.10 No Strict Construction. This AGREEMENT has been prepared jointly and shall not be strictly construed against any party.

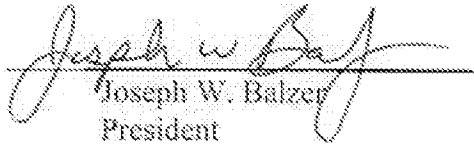
7.11 Waiver. No waiver of any of the provisions of this AGREEMENT shall be deemed, or shall constitute, a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

7.12 Counterparts. This AGREEMENT may be executed in counterparts, each of which shall be an original as against any party whose signature appears thereon but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties, through their authorized officers for the parties that are corporate entities, have duly executed this AGREEMENT as of the date first written above.

DERMIK LABORATORIES
a division of AVENTIS PHARMACEUTICALS INC.

By:


Joseph W. Balzer
President

AVENTIS PHARMACEUTICALS HOLDINGS, INC.

By:


Joseph Palladino
President

AVENTIS (IRELAND) LIMITED

By:

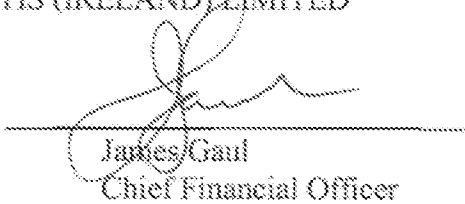

James Gaul
Chief Financial Officer

EXHIBIT A PRODUCTS

I. Poly-L-Lactic Acid Product

The synthetic polymer of poly-L-lactic acid product known as New-Fill™ (injectable poly-L-lactic acid) or Sculptra™ (injectable poly-L-lactic acid) and any improvements or line extensions thereto.

II. Hyaluronic Acid Products

1. Viscontour™ Non-cross-linked Hyaluronic Acid

Viscontour™, pre-filled syringes for intra-dermal viscoaugmentation is a certified medical device according to the Medical Devices Directive 93/42/EEC. As a class III medical device it is covered by the certificates G1 03 03 27625 028 (product category "viscoelastic products") and G7 03 03 27625 027, which have been issued by TÜV Product Service, Munich, as a Notified Body. Viscontour™, pre-filled syringes is supplied in a borosilicate type I colourless glass syringe fitted with a Luer-lok system and equipped with an elastomer backstop. Each syringe contains 1.0 ml of a sterile, non-pyrogenic, clear, colourless viscous solution for single use and is labelled with the name of the product (Viscontour™), the batch number and the expiry date. Each syringe is packed in a sealed sterile pouch. One pack contains 1 syringe, 1 needle 30 G and 1 package insert.

Composition: 1 syringe contains:

<i>Sodium hyaluronate</i>	<i>20.00 mg</i>
<i>Sodium chloride</i>	<i>7.70 mg</i>
<i>Mannitol</i>	<i>5.00 mg</i>
<i>Monobasic sodium phosphate 2H₂O</i>	<i>0.05 mg</i>
<i>Dibasic sodium phosphate 12H₂O</i>	<i>0.60 mg</i>
<i>Water for injection q.b.ad</i>	<i>1 ml</i>

2. Viscontour™ Liquid Hyaluronic Acid

Viscontour™ liquid, ampoules of 0.3 ml for the support of wound healing and hydration of tissues is a certified medical device according to the Medical Devices Directive 93/42/EEC. As a class IIb medical device it is covered by the certificate G1 03 03 27625 028 (product category "viscoelastic products") issued by TÜV Product Service, Munich, as a Notified Body and by the manufacturer's Declaration of Conformity. Viscontour™ liquid, ampoules of 0.3 ml is supplied in blow-fill-seal ampoules made from a heat-resistant polymer mixture (LDPE/HDPE). Each ampoule contains 0.3 ml of a sterile, non-pyrogenic, clear, colourless viscous solution for single use and is labelled with the

name of the product (*Viscontour liquid™*), the batch number and the expiry date. One pack contains 2 blocks of 5 ampoules each and 1 package insert.

Composition: 100 ml of solution contain:

<i>Sodium hyaluronate</i>	<i>500.00 mg</i>
<i>Sodium chloride</i>	<i>880.00 mg</i>
<i>Monobasic sodium phosphate 2H₂O</i>	<i>5.00 mg</i>
<i>Dibasic sodium phosphate 12H₂O</i>	<i>51.44 mg</i>
<i>Water for injection q.b.ad</i>	<i>100 ml</i>

3. **Viscontour™ Cross-linked Hyaluronic Acid**

This development project is expected to result in a medical device for intra-dermal viscoaugmentation, which - compared to Viscontour™, pre-filled syringes (above) - has a longer residence time in the tissue, in order to satisfy consumers expectations even better. The biocompatibility profile of this medical device should be very positive, as - in contrast to hyaluronic acid cross-linked with aggressive chemicals - "natural" ligands will act as cross-linking agents in this project.

III. **Rights to Other Products**

Any and all other products based on the PATENTS or other INTELLECTUAL PROPERTY rights included within the ASSETS covered by, or described in, the ASSUMED CONTRACTS.

EXHIBIT B
ASSETS

PATENTS

2. **TRADEMARKS**
3. All other **INTELLECTUAL PROPERTY** rights related to the **PRODUCTS**, including without limitation **KNOW-HOW**, trade secrets, copyrights, industrial designs, domain names and web site content
4. **EQUIPMENT**
5. **ASSUMED CONTRACTS**
6. **BOOKS AND RECORDS**
7. **REGULATORY AUTHORIZATIONS**
8. **OTHER RIGHTS**
9. Any other rights related to the **PRODUCTS**.

EXHIBIT C
PATENTS

I. Poly-L-Lactic Acid

COUNTRY	APPLICATION NO.	FILING DATE	PATENT NO.	GRANT DATE	EXPIRY	STATUS
AUSTRALIA	82182/98	12-Jun-98			12-Jun-18	FILED
AUSTRIA	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
BELGIUM	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
BRAZIL	9804962-3	12-Jun-98			12-Jun-18	FILED
CANADA	2263361	12-Jun-98			12-Jun-18	FILED
CYPRUS	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
DENMARK	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
EUROPEAN PATENT	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
FINLAND	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
FRANCE	97/07334	13-Jun-97			13-Jun-17	FILED
FRANCE	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
GERMANY	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
GREECE	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
HONG KONG	104039.5	13-Jun-97			13-Jun-17	FILED
HUNGARY	P0001465	12-Jun-98			12-Jun-18	FILED
IRELAND	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED

ISRAEL	128210	12-Jun-98			12-Jun-18	FILED
JAPAN	11-501805	12-Jun-98			12-Jun-18	FILED
LUXEMBOURG	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
MEXICO	991569	12-Jun-98			12-Jun-18	FILED
MONACO	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
NETHERLANDS	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
PCT	FR98/01241	12-Jun-98				COMPLETE
PORTUGAL	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
ROMANIA	99-00141	12-Jun-98		118261	12-Jun-18	GRANTED
RUSSIAN FEDERATION	99105121	12-Jun-98		2214283	12-Jun-18	GRANTED
SOUTH KOREA	99-7001267	12-Jun-98			12-Jun-18	FILED
SPAIN	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
SWEDEN	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
SWITZERLAND	98932196.3	12-Jun-98	969883	12-Nov-03	12-Jun-18	GRANTED
TURKEY	1999/00297	12-Jun-98			12-Jun-18	FILED
USA	09/242,103	8-Feb-99	6,716,251	6-Apr-04	12-Jun-18	GRANTED
USA	10/809,349	26-Mar-04				FILED

EXHIBIT C (continued)
PATENTS

II. Hyaluronic Acid Products

Patent Title: "*Composition And Method For Intra-Dermal Soft Tissue Augmentation*
(ref. DOM 018), applied for by MEDIDOM.

<u>Country</u>	<u>Application No.</u>	<u>Publication</u>	<u>Status</u>	<u>Patent No.</u>	<u>Date Issued</u>
PCT countries Worldwide	PCT Application n° EP03/01641 19 Feb. 2003	Pending	Pending	NA	NA

Any other patents or patent applications covering the PRODUCTS compositions, manufacture and/or use thereof in the TERRITORY, including without limitation patent applications and patents corresponding to, or claiming a right or priority based upon the subject matter described in, the foregoing patents and patent application.

EXHIBIT D **TRADEMARKS**

I. Poly-L-Lactic Acid Product

This list contains the TRADEMARKS related to the poly-L-lactic acid product of which SELLER is currently aware; if any other TRADEMARKS are uncovered they will be added to the List.

Country [W]	Trademark	Filing date	Filing number	Registration date	Registration number	Classes	Current Status	Next renewal
ARGENTINA	NEW-FILL	21/APR/2003	2425398			5	PUBLICATION	
ARGENTINA	NEW-FILL	21/APR/2003	2425399			44	PUBLICATION	
AUSTRALIA	NEW-FILL	14-mars-03	947060			5,44	FILED	
BRAZIL	NEW-FILL	26-mars-04	826351085			5	PUBLICATION	
BRAZIL	NEW-FILL	09-mars-04	826299318			44	PUBLICATION	
BULGARIA	NEW-FILL					5,44	REQUEST TO FILE	
CHINA	NEW-FILL	26-mars-03	3980466			5		
CHINA	NEW-FILL	26-mars-03	3980465			44		
CHINA	NEW-FILL	26-mars-03	3980464			5		
CHINA	NEW-FILL	26-mars-03	3980487			44		
EUROPEAN COMMUNITY (TM)	NEW-FILL	15-juli-03	3267655			5,44	FILED	
HUNGARY	NEW-FILL	14-mars-03	M0301100			5,44	FILED	
ISRAEL	NEW-FILL	12-mars-03	163265	03/FEB/2004	163265	5	REGISTERED	12-mars-13
ISRAEL	NEW-FILL	12-mars-03	163266	03/FEB/2004	163266	44	REGISTERED	12-mars-13
LEBANON	NEW-FILL	31-mars-03	93540	31-mars-03	93540	5,44	REGISTERED	31-mars-18
MALAYSIA	NEW-FILL	19-mars-03	2003-03116			5	FILED	
MALAYSIA	NEW-FILL	19-mars-03	2003-03117			44	FILED	
MOROCCO	NEW-FILL	03/APR/2003	85946			5,44	FILED	03/APR/2023
PHILIPPINES	NEW-FILL	21-mars-03	4-2003-0002679			5	FILED	
PHILIPPINES	NEW-FILL	21-mars-03	4-2003-0002679			44	FILED	
POLAND	NEW-FILL	14-mars-03	Z-262236			5,44	FILED	
ROMANIA	NEW-FILL	27-mars-03	M2003 01563	27-mars-04	54861	5,44	REGISTERED	27-mars-13
RUSSIAN FEDERATION	NEW-FILL	14-mars-03	2003705108			5,44	FILED	
SAUDI ARABIA	NEW-FILL	11-mars-03	81626			5	PUBLICATION	
SAUDI ARABIA	NEW-FILL	11-mars-03	81627			44	PUBLICATION	
SINGAPORE	NEW-FILL	07/APR/2003	T03/04932C	07/APR/2003	T03/04932C	5	REGISTERED	07/APR/2013
SINGAPORE	NEW-FILL	07/APR/2003	T03/04933A			44	PUBLICATION	
SOUTH AFRICA	NEW-FILL		2003/04117			5	FILED	
SOUTH AFRICA	NEW-FILL		2003/04118			44	FILED	
SOUTH KOREA	NEW-FILL	03-mars-03	45-2004-756			5,44	FILED	
SWITZERLAND	NEW-FILL	05/FEB/2001	20011076	05/APR/2001	482388	03,05,42	REGISTERED	05/FEB/2011
THAILAND	NEW-FILL	24-mars-03	514304			5	FILED	
THAILAND	NEW-FILL	24-mars-03	514305			42	FILED	

UNITED ARAB EMIRATES	NEW-FILL	07/MAY/2003	53060		44116	5	REGISTERED	07/MAY/2013
UNITED ARAB EMIRATES	NEW-FILL	07/MAY/2003	53061	29/DEC/2003	44115	44	REGISTERED	07/MAY/2013
UNITED STATES OF AMERICA	NEW-FILL	06/FEB/2002	76/367544			005,10,44	OFFICE ACTION	
UNITED STATES OF AMERICA	NEW-FILL	06/FEB/2002	76.367544			05,10,44	OFFICE ACTION	
VENEZUELA	NEW-FILL	17-mars-03	2685-2003			5	FILED	
VENEZUELA	NEW-FILL	17-mars-03	2686-2003			44	PUBLICATION	
BRAZIL		12/APR/2000	822628007			5	FILED	
EUROPEAN COMMUNITY (TM)	NEWFILL	07/APR/2000	1618719			5,42	PUBLICATION	
FRANCE	NEWFILL	13-oct-99	99817238	13-oct-99	99817238	5,42	REGISTERED	12-oct-09
JAPAN	NEWFILL	13/APR/2000	2000-039412	19-jul-01	4492711	5	REGISTERED	19-jul-11
MEXICO	NEWFILL	16-juin-99	379213	30-juin-99	616982	5	REGISTERED	16-juin-09
SOUTH KOREA	NEWFILL	07/APR/2000	2000-16745	16-juin-01	495694	5	REGISTERED	16-juin-11
SWITZERLAND	NEWFILL	07/APR/2000	20004205	07/APR/2000	480619	5,42	REGISTERED	07/APR/2010
UNITED STATES OF AMERICA	NUFIL	10/APR/2003	78/236053			05,10,44	FILED	
UNITED STATES OF AMERICA	NUFILL	25-juin-03	78/266878			05,10,44	FILED	
ANTIGUA AND BARBUDA	SCULPTRA						REQUEST TO FILE	
ANTIGUA AND BARBUDA	SCULPTRA					10	REQUEST TO FILE	
ANTIGUA AND BARBUDA	SCULPTRA					44	REQUEST TO FILE	
ARGENTINA	SCULPTRA	06/FEB/2004	2493683			10	PUBLICATION	
ARGENTINA	SCULPTRA	06/FEB/2004	2493682			5	PUBLICATION	
ARGENTINA	SCULPTRA	06/FEB/2004	2493684			44	PUBLICATION	
AUSTRALIA	SCULPTRA	06/FEB/2004	987968			05,10,44	FILED	
AUSTRIA	SCULPTRA	06/FEB/2004	817/2004			05,10,44	FILED	
BARBADOS		07/MAY/2004				5	FILED	
BARBADOS	SCULPTRA	07/MAY/2004				10	FILED	
BARBADOS	SCULPTRA	07/MAY/2004				44	FILED	
BELIZE	SCULPTRA	07/APR/2004	2274.04			05,10,44	PUBLICATION	
BENELUX	SCULPTRA	06/FEB/2004	1049344			05,10,44	PUBLICATION	
BOLIVIA	SCULPTRA	25-mars-04	0885-2004			5	FILED	
BOLIVIA	SCULPTRA	25-mars-04	0886-2004			10		
BOLIVIA	SCULPTRA	25-mars-04	0887-2004			44	FILED	
BRAZIL		06/FEB/2004	826237002			5	PUBLICATION	
BRAZIL	SCULPTRA	06/FEB/2004	826237029			44	PUBLICATION	
BRAZIL	SCULPTRA	06/FEB/2004	826237010			10	PUBLICATION	
BULGARIA	SCULPTRA	06/FEB/2004	69367			05,10,44	FILED	
CANADA	SCULPTRA	06/FEB/2004	1205581				FILED	
CHILE	SCULPTRA					5	REQUEST TO FILE	
CHILE	SCULPTRA					10	REQUEST TO FILE	
CHILE	SCULPTRA					44	REQUEST TO FILE	
CHINA	SCULPTRA		3984279			5	FILED	
CHINA	SCULPTRA	29-mars-04	3984281			10	FILED	

CHINA	SCULPTR	29-mars-04	3984272			44	FILED	
CHINA	SCULPTR					5	FILED	
CHINA	SCULPTR	29-mars-04				10	FILED	
CHINA	SCULPTR	29-mars-04	3984282			44	FILED	
COLOMBIA	SCULPTR	05/APR/2004	4032136			5	FILED	
COLOMBIA	SCULPTR	05/APR/2004	4032138			10	FILED	
COLOMBIA	SCULPTR	05/APR/2004	4032139			44	FILED	
COSTA RICA	SCULPTR					5	REQUEST TO FILE	
COSTA RICA	SCULPTR					10	REQUEST TO FILE	
COSTA RICA	SCULPTR					44	REQUEST TO FILE	
CUBA	SCULPTR					5	REQUEST TO FILE	
CUBA	SCULPTR					10	REQUEST TO FILE	
CUBA	SCULPTR					44	REQUEST TO FILE	
DENMARK	SCULPTR	06/FEB/2004	VA200400479	22-mars-04	VR2004.00968	05,10,44	REGISTERED	22-mars-14
DOMINICAN PUBLIC	SCULPTR	05/APR/2004				05,10,44	FILED	
ECUADOR	SCULPTR	26-mars-04	143104			5	FILED	
ECUADOR	SCULPTR	26-mars-04	143105			10	FILED	
ECUADOR	SCULPTR	26-mars-04	143106			44	FILED	
EL SALVADOR	SCULPTR	31-mars-04	20040049775			5	FILED	
		31-mars-04	20040049776			10	FILED	
	SCULPTR	31-mars-04	20040049777			44	FILED	
FINLAND	SCULPTR	06/FEB/2004	T20040050			05,10,44	FILED	
FRANCE	SCULPTR	18-nov-03	33257464	18-nov-03	33257464	05,10,44	REGISTERED	17-nov-13
GERMANY	SCULPTR	06/FEB/2004	30406574	08-mars-04	30406574	05,10,44	REGISTERED	06/FEB/2014
GREECE	SCULPTR	06/FEB/2004	149416			05,10,44	FILED	
GUATEMALA	SCULPTR	26-mars-04	M-2454-2004			5	FILED	
GUATEMALA	SCULPTR	26-mars-04	M-2453-2004			10	FILED	
GUATEMALA	SCULPTR	26-mars-04	M-2455-2004			44	FILED	
HAITI	SCULPTR					5	REQUEST TO FILE	
HAITI	SCULPTR					10	REQUEST TO FILE	
HAITI	SCULPTR					44		
HONDURAS	SCULPTR	26-mars-04	5862-04			5	FILED	
HONDURAS	SCULPTR	26-mars-04	5863-04			10	FILED	
	SCULPTR	26-mars-04	5864-04			44	FILED	
		06/FEB/2004	300154160			05,10,44	PUBLICATION	
HONG KONG	SCULPTR	13/APR/2004	300194355			05,10,44	PUBLICATION	
HUNGARY	SCULPTR	06/FEB/2004	M0400532			05,10,44	FILED	
ICELAND	SCULPTR	06/FEB/2004	337/2004			05,10,44	PUBLICATION	
INDIA	SCULPTR					05,10,42	REQUEST TO FILE	
IRELAND	SCULPTR	06/FEB/2004	2004/00347			05,10,44	FILED	
ISRAEL	SCULPTR	08/FEB/2004	170079			5	FILED	
ISRAEL	SCULPTR	08/FEB/2004	170080			10	FILED	
ISRAEL	SCULPTR	08/FEB/2004	170081			44	FILED	
ITALY	SCULPTR	11/FEB/2004	Mi2004C001237			05,10,44	FILED	
JAMAICA		02/APR/2004	45082			05,10,44	FILED	
JAPAN	SCULPTR	09/FEB/2004	2004-010832			05,10,44	FILED	
LEBANON	SCULPTR	28/FEB/2004	97023	28/FEB/2004	97023	05,10,44	REGISTERED	28/FEB/2019

MALAYSIA	SCULPTRA	06/FEB/2004	2004/01229			5	FILED	
MALAYSIA	SCULPTRA	06/FEB/2004	2004/01228			10	FILED	
MALAYSIA	SCULPTRA	06/FEB/2004	2004/01227			44	FILED	
MEXICO	SCULPTRA	06/FEB/2004	640789			5	FILED	
MEXICO	SCULPTRA	06/FEB/2004	640788			10	FILED	
MEXICO	SCULPTRA	06/FEB/2004	640787			44	FILED	
MOROCCO	SCULPTRA	23/FEB/2004	90545			05,10,44	FILED	23/FEB/2024
NEW ZEALAND	SCULPTRA	09/FEB/2004	707819			05,10,44	PUBLICATION	
NICARAGUA	SCULPTRA	26-mars-04	2004-01103			05,10,44	PUBLICATION	
NORWAY	SCULPTRA	06/FEB/2004	200400836			05,10,44	FILED	
PANAMA	SCULPTRA					5	REQUEST TO FILE	
PANAMA	SCULPTRA					10	REQUEST TO FILE	
PANAMA	SCULPTRA					44	REQUEST TO FILE	
PARAGUAY	SCULPTRA	25-mars-04	7092			5	PUBLICATION	
PARAGUAY	SCULPTRA	25-mars-04	7091			10	PUBLICATION	
PARAGUAY	SCULPTRA	25-mars-04	7090			44	PUBLICATION	
PERU	SCULPTRA	25-mars-04	206338			5	FILED	
PERU	SCULPTRA	25-mars-04	206339			10	FILED	
PERU	SCULPTRA	25-mars-04	206339			44	FILED	
PHILIPPINES	SCULPTRA	06/FEB/2004	4-2004-0001093			05,10,44	FILED	
POLAND	SCULPTRA	06/FEB/2004	Z-275985			05,10,44	FILED	
PORTUGAL	SCULPTRA	06/FEB/2004	378672			05,10,44	PUBLICATION	
ROMANIA	SCULPTRA	09/FEB/2004	M2004 00972			05,10,44	FILED	
RUSSIAN FEDERATION	SCULPTRA	06/FEB/2004	2004702247			05,10,44	FILED	
SAUDI ARABIA	SCULPTRA	07/FEB/2004	87561			5	FILED	
SAUDI ARABIA	SCULPTRA	07/FEB/2004	87562			10	FILED	
SAUDI ARABIA	SCULPTRA	07/FEB/2004	87563			44	FILED	
SINGAPORE	SCULPTRA	06/FEB/2004	T04/01392F			5	PUBLICATION	
SINGAPORE	SCULPTRA	06/FEB/2004	T04/01397G			44	FILED	
SINGAPORE	SCULPTRA	06/FEB/2004	T04/01395J			10	FILED	
SOUTH AFRICA	SCULPTRA	06/FEB/2004	2004/01616			5	FILED	
SOUTH AFRICA	SCULPTRA	06/FEB/2004	2004/01618			44	FILED	
SOUTH AFRICA	SCULPTRA	06/FEB/2004	2004/01617			10	FILED	
SOUTH KOREA	SCULPTRA	06/FEB/2004	45-2004-390			05,10,44	FILED	
SOUTH KOREA	SCULPTRA	03/MAR/2004	45-2004-754			05,10,44	FILED	
SPAIN	SCULPTRA	06/FEB/2004	2579559-7			05,10,44	PUBLICATION	
SWEDEN	SCULPTRA	06/FEB/2004	2004/00800			05,10,44	FILED	
SWITZERLAND	SCULPTRA	06/FEB/2004	50753/2004	22/APR/2004	520384	05,10,44	REGISTERED	06/FEB/2014
TAIWAN	SCULPTRA	26-mars-04	93013245			05,10,44	FILED	
TAIWAN	SCULPTRA	12/APR/2004	93016296			05,10,44	FILED	
THAILAND	SCULPTRA	06/FEB/2004	543729			5	FILED	
THAILAND	SCULPTRA	06/FEB/2004	543730			10	FILED	
THAILAND	SCULPTRA	06/FEB/2004	543731			44	FILED	
TRINIDAD AND TOBAGO	SCULPTRA	16/APR/2004	34904			05,10,42	FILED	
TUNISIA	SCULPTRA	06/FEB/2004	EE040282			05,10,44	FILED	
UNITED ARAB	SCULPTRA	18/FEB/2004	58915			5	FILED	

EMIRATES							
UNITED ARAB EMIRATES	SCULPTRA	18/FEB/2004	58916			10	FILED
UNITED ARAB EMIRATES	SCULPTRA	18/FEB/2004	58917			44	FILED
UNITED KINGDOM	SCULPTRA	06/FEB/2004	2355273			05,10,44	FILED
UNITED STATES OF AMERICA	SCULPTRA	25-juin-03	78/266887			05,10,44	OFFICE ACTION
URUGUAY	SCULPTRA	06/APR/2004	354003			05,10,44	PUBLICATION
VENEZUELA	SCULPTRA	06/FEB/2004	1597-04			5	FILED
VENEZUELA	SCULPTRA	06/FEB/2004	1598-04			10	FILED
VENEZUELA	SCULPTRA	06/FEB/2004	1599-04			44	FILED
UNITED STATES OF AMERICA	SCULPTREX	31-oct-01	78/091099			10	NOTICE OF ALLOWANCE
UNITED STATES OF AMERICA	SCULPTREX	17-juil-03	78/275482			05,10,44	OFFICE ACTION

EXHIBIT D (continued)
TRADEMARKS

II. Hyaluronic Acid Product

This list contains the **VISCONTOUR™** (hyaluronic acid) TRADEMARKS of which SELLER is currently aware; if any other TRADEMARKS are uncovered they shall be added to the List.

Country [W]	Trademark	Filing date	Filing number	Registration date	Registration number	Classes	Current Status	Next renewal
AUSTRALIA	VISCONTOUR	26/FEB/2001	752356	26/FEB/2001	752356	5	REGISTERED	26/FEB/2011
AUSTRIA	VISCONTOUR	26/FEB/2001	752356			5	FILED	
BELUX	VISCONTOUR	26/FEB/2001	752356			5	FILED	
BRAZIL	VISCONTOUR	20/AUG/2003	825764890			5	PUBLICATION	
CANADA	VISCONTOUR	18/AUG/2003	1186825			5	FILED	
CHINA	VISCONTOUR	26/FEB/2001	752356			5	FILED	
DENMARK	VISCONTOUR	26/FEB/2001	752356			5	FILED	
FRANCE	VISCONTOUR	26/FEB/2001	752356			5	FILED	
GERMANY	VISCONTOUR	26/FEB/2001	752356	07/AUG/2002	752356	5	REGISTERED	26/FEB/2011
INTERNATIONAL PROC	VISCONTOUR	26/FEB/2001	752356	26/FEB/2001	752356	5	REGISTERED	26/FEB/2011
ITALY	VISCONTOUR	26/FEB/2001	752356			5	FILED	
JAPAN	VISCONTOUR	26/FEB/2001	752356	26/FEB/2001	752356	5	REGISTERED	26/FEB/2011
NORWAY	VISCONTOUR	26/FEB/2001	752356			5	FILED	
POLAND	VISCONTOUR	26/FEB/2001	752356			5	FILED	
PORTUGAL	VISCONTOUR	26/FEB/2001	752356			5	FILED	
RUSSIAN FEDERATION	VISCONTOUR	26/FEB/2001	752356			5	FILED	
SPAIN	VISCONTOUR	26/FEB/2001	752356			5	FILED	
SWEDEN	VISCONTOUR	26/FEB/2001	752356			5	FILED	
SWITZERLAND	VISCONTOUR	02/FEB/2001	20011074	26/FEB/2001	482016	5	REGISTERED	02/FEB/2011
THAILAND	VISCONTOUR	20/AUG/2003	527592			5	PUBLICATION	
UKRAINE	VISCONTOUR	26/FEB/2001	752356			5	FILED	
UNITED KINGDOM	VISCONTOUR	26/FEB/2001	752356	26/FEB/2001	752356	5	REGISTERED	26/FEB/2011
UNITED STATES OF AMERICA	VISCONTOUR	18/AUG/2003	76/538206			5	OFFICE ACTION	

EXHIBIT E
ASSUMED CONTRACTS

I. Poly-L-Lactic Acid Product

Purchase Agreement

Asset Purchase agreement between Dermik Laboratories, Biotech Industry S.A.,
Biopharmex Holding S.A., Dr. Elisabeth Laugier-Laglenne dated as of May 15, 2002.

2. Distribution Agreements (as amended)

	<u>TERRITORY</u>	<u>NAME OF DISTRIBUTOR</u>	<u>DATE OF AGREEMENT</u>	<u>TERM</u>
*1	Argentina	Luxurians S.A.	March 22, 2000	3 years + one 1-year auto renewal
2.	Australia (Amended on Nov. 22, 2001 to add New Zealand) (Amended on January 2, 2004 regarding price and term)	Vexintrade s.a.r.l. (Assigned on November 7, 2001 to Vexinsouth)	October 10, 2000	10 years
3.	Brazil	Magistral	March 15, 2000	3 years
4.	Bulgaria	Salvis Pharma Ltd.	March 22, 2002	3 years + one 1-year auto renewal
5.	France (Amended on January 5, 2004 regarding price and term)	Biopharmex s.a.r.l.	March 17, 2002	3 years
*6.	Germany (Amended on July 26, 2000 to add Austria, Norway & Sweden)	European Aesthetics GmbH	June 9, 2000	5 years (Amended on September 17, 2001 from 3 to 5 years)
*7	Greece (Amended on March 7, 2002 to add Cyprus)	Neogen Ltd.	September 27, 2001	3 years + one 1-year auto renewal

*8.	Hungary	Distmed KFT.	December 3, 2001	3 years + one 1-year auto renewal
*9.	Israel	TC Technocare Ltd.	May 22, 2000	3 years + one 1-year auto renewal
	Italy (Amended on February 14, 2002 to add Croatia, Bosnia, Slovenia, Serbia, Macedonia and Montenegro) (Amended on May 28, 2003 to add Republic of San Marino and Vatican City) (Amended on December 18, 2003 regarding price and term)	A.M.T. s.r.l.	June 1, 2001	4 years
11.	Japan (Amended on February 4, 2004 regarding term)	Vexintrade s.a.r.l.	October 10, 2000	10 years
12.	Lebanon	Pharmed S.A.L.	June 9, 2000	3 years + one 1-year auto renewal
13.	Malaysia (amended on September 1, 2002 to add Singapore)	Medi-Alphatronics MKT SDN BHD	March 20, 2002	3 years + one 1-year auto renewal
14.	Mexico	Farmaceuticos BIO-PLA de Mexico, S.A.	March 20, 2000	3 years
15.	Morocco	Le Docteur Patrick Amard (Assigned on Oct. 30, 2000 to Bio Aesthetics Medical Services (U.K.) Ltd.) (Further assignment on October 30, 2000 to Cosmotech-SARL)	June 5, 2000	10 years + one 1-year auto renewal
	Philippines	Kital Limited	July 1, 2000	3 years + one 1-year auto renewal

	Poland	SVR/FILORGA POLSKA	November 11, 2000	3 years + one 1-year auto renewal
*18.	Romania	Romastru Trading S.R.L.	December 4, 2001	3 years + one 1-year auto renewal
19.	Russia	La Societe Medexfol	May 15, 2000	3 years + one 1-year auto renewal
	South Africa (amended May 26, 2004)	DG Gautier Prop CC	November 16, 2001	3 years + one 1-year auto renewal
*21.	South Korea	UMECO Corp.	April 12, 2000	3 years
*22.	Spain & Portugal (Amended on December 18, 2003 regarding price and term)	Vexenbel S.A.	March 6, 2000	5 years
	Switzerland	J. Anklin AG	March 14, 2000	Until 12/31/03 + 1-year renewals
	Thailand	Astraco Asia Tracing Co., (Thailand) Ltd.	February 20, 2000	3 years + one 1-year auto renewal
25.	Tunisia	Le Docteur Patrick Amard (Assigned on Oct. 30, 2000 to Bio Aesthetics Medical Services (U.K.) Ltd.)	June 5, 2000	10 years + one 1-year auto renewal
	United Arab Emirates, Bahrain, Qatar, Oman, Syria & Jordan	Imdad Medical Co. Ltd.	October 27, 2001	3 years + one 1-year auto renewal
	United Kingdom & Ireland (Amended on December 16, 2003 regarding price and term)	Medi-Phill Ltd.	April 11, 2000	5 years
28.	Benelux (Belgium, Netherlands, Luxembourg)	New-Fill C.V.	May 9, 2002	
29.	Saudi Arabia (amended on June 3, 2001)	Imdad Medical Co. Ltd.	January 16, 2001	3 years

* English is the official language of this Agreement.

EXHIBIT E (continued)
ASSUMED CONTRACTS

3. Supply Agreements

	<u>TYPE</u>	<u>NAME OF THIRD PARTY</u>	<u>DATE OF AGREEMENT</u>	<u>TERM</u>
1.	Raw Material Cryogrinding	Cryoplantes	December 6, 2001	5 years
2.	Manufacturing	Laboratories Sterilyo S.A.	January 17, 2001	5 years

4. Other Agreements

- 1 Termination Agreement between Dermik Laboratories and European Aesthetics GmbH entered into as of the 15th day of September 2003
- 2 Service Agreement between Dermik Laboratories and Benedicte Asius dated as of December 16, 2003
- 3 Services Agreement between Dermik Laboratories and Fulvio Galvani dated as of December 18, 2003
- 4 Services Agreement between Dermik Laboratories and Jean-Claude Mornod dated as of January 5, 2004
- 5 Intersite Technical Agreement for Service for New-Fill (Sculptra) – Non-U.S. – between Dermik Laboratories (Berwyn; Contract Giver) and Aventis Pharma Specialites (Antony/Croix de Berny; Contract Receiver) dated as of February 19, 2004.
- 6 Option Letter re: Purchase of RESERVED FIELD (i.e., urology, obesity and dentistry products), dated as of May 15, 2002, among Dermik Laboratories and Biotech Industry S.A., Biopharmex Holdings S.A., and Dr. Elisabeth Laugier-Laglenne.
- 7 Amendment to Asset Purchase Agreement, dated as of July __, 2004, among Dermik Laboratories and Biotech Industry S.A., Biopharmex Holdings S.A., and Dr. Elisabeth Laugier-Laglenne (Adding Saudi Arabia/Imdad to the List of Distributors) [In process of being finalized and signed]

8. Sales Coordination Agreement, dated as of May 6, 2002, between Dermik and Vexintrade; amended on January 23, 2004.
9. Service Agreement, dated as of May 6, 2002, between Dermik and Ceiso (Gerard Luzergues)
10. Service Agreement, dated as of May 6, 2002, between Dermik and AJ Consulting (Jerome Asius)
11. Service Agreement, dated as of May 6, 2002, between Dermik and Dr. Alain Jacquet

Service Agreement, dated as of May 6, 2002, between Dermik and Dr. Elisabeth Laugier-Laglenne
13. Purchase and Audit Agreement, dated as of June 11, 2003, between Dermik and Centre de Recherches et d'Etudes Sur la Pathologie Tropicale et la Side
14. Services Agreement, dated as of May 15, 2003, between Dermik and JNB-Development S.A.
15. Consulting Agreement, dated as of June 24, 2003, between Dermik and Marr Tech Bio Inc.

Services Agreement, dated as of December 1, 2002, between Dermik and Vleggaar Consulting B.V.; amended on November 12, 2003.
17. Services Agreement, dated as of February 24, 2003, between Dermik and Vigilex B.V., amended on November 24, 2003.

EXHIBIT E (continued)
ASSUMED CONTRACTS

Hyaluronic Acid Product

Asset Purchase Agreement between Dermik Laboratories and A.B.T. Advanced Biological Technology Limited dated as of December 17, 2003

2. License Agreement between Dermik Laboratories and A.B.T. Advanced Biological Technology Limited dated as of December 17, 2003
3. Development Agreement between Dermik Laboratories and TRB Chemedica SA dated as of December 17, 2003
4. Supply Agreement between Dermik Laboratories and TRB Chemedica SA dated as of December 17, 2003
5. Guaranty Agreement among Dermik Laboratories, TMB Holding S.A., TRB Chemedica International S.A., TRB Chemedica AG, Laboratoire Medidom S.A., and TRB Chemedica S.A. dated as of December 17, 2003
6. Manufacturing Technology Escrow Agreement among Dermik Laboratories, TRB Chemedica SA Vischer LLC dated as of December 17, 2003
7. Trademarks Co-existence Agreement between MEDIDOM and Evers & Co. GmbH Postfach 1334, Siemensstr. 4, D- 25421 PINNEBERG, Germany, Proprietors of Trademark Registration n°2'910'398 granted on 18 Aug. 1995 "VISCOTON" dated May 30, 2002
8. Supply and Distribution Agreement for Czech & Slovak Republics, Estonia, Latvia, Lithuania, Slovenia and Russia between TRB Chemedica International S.A. and Roberts Healthcare International GmbH dated September 17, 2003
9. Side Letter Agreement between TRB Chemedica International S.A. and Roberts Healthcare International GmbH dated September 17, 2003

EXHIBIT F
BOOKS AND RECORDS

1. All sales information
2. All customer lists
3. Original contracts and agreements, and details of other arrangements, with distributors, wholesalers, suppliers, contractors and other vendors
4. All business and marketing plans
5. Samples of all advertising and marketing materials used
6. All information related to clinical trials and PRODUCT development
7. All documents, correspondence, reports and information related to regulatory affairs
8. All documents and information related to governmental payment, rebate or formulary arrangements, and third-party insurer or formulary listings
9. All current and historical sales training materials
10. PRODUCT specifications and manufacturing information and know-how, including manufacturing process information
11. Packaging information and specifications
12. Stability data and information
13. Information regarding medical inquiries and communications, adverse reactions, product complaints and product liability claims
14. All other documents and information relevant and material to the ASSETS or the PRODUCTS

EXHIBIT G
EQUIPMENT

NONE.

EXHIBIT H
OTHER RIGHTS

- (1) Copyrights in labeling, web site content, brochures, marketing information and similar items that relate to the PRODUCTS
- (2) Business records, database information, marketing plans, strategies and similar items that relate to the PRODUCTS
- (3) URLs, domain names, websites and website content, and e-mail addresses, including any domain names/URLs using "NEW-FILL," "NEWFILL," "NUFILL," "NUFIL," "SCULPTRA," "SCULPTREX," and/or "VISCONTOUR" (or similar variations) in which SELLER has any right, title, or interest.

EXHIBIT I
WORLDWIDE REGULATORY SUMMARY

I. Poly-L-Lactic Acid Product

Country	Date Approved	Distributor	Owner of Registration
Argentina	06-20-01	Luxurians S.A.	
Australia	02-12-02	Vexintrade s.a.r.l.	
Austria	CE mark	European Aesthetics GmbH	
Azerbaijan	-		
Bahrain	-	Imdad Medical Co. Ltd.	
Belgium (Benelux)	CE mark	New-Fill CV	
Bosnia	Pending	AMT s.r.l.	
		Magistral	
Denmark	CE mark	[No distributor appointed]	
Finland	CE mark	[No distributor appointed]	
France	CE mark	Biopharmex s.a.r.l.	
Germany	CE mark	European Aesthetics GmbH	
Greece	CE mark	Neogen Ltd.	
Hungary	Pending	Distmed KFT.	
		AMT s.r.l.	
Japan	Pending	Vexintrade s.a.r.l.	
Jordan	-	Imdad Medical Co. Ltd.	
	-		
	Pending	UMECO Corp.	
		Medi-Alphatronics MKT SDN BHD	
Mexico	06-15-00	Farmaceuticos BIO-PLA de Mexico, S.A.	
Montenegro	Pending	AMT s.r.l.	
Morocco	10-xx-00	Le Docteur Patrick Amard (Bio Aesthetics Medical Services (U.K.) Ltd.	
Netherlands	CE mark	New-Fill CV	
		Vexintrade	
Norway	CE mark + letter of notification	European Aesthetics GmbH	
Oman	-	Imdad Medical Co. Ltd.	
	-		
	Pending	Kital Limited	
	-	Imdad Medical Co. Ltd.	
	Issued	Romastru Trading S.R.L.	

Russia	12-26-00	La Societe Medesfol			
Serbia	-	AMT s.r.l.			
Slovenia	-	AMT s.r.l.			
South Africa	-	DG Gautier Prop CC			
South Korea	-				
Spain	-				
Syria	-	Imdad Medical Co. Ltd.			
Sweden	CE mark	European Aesthetics GmbH			
Switzerland	-				
Thailand	-				
Tunisia	-	Le Docteur Patrick Amard (Bio Aesthetics Medical Services (U.K.) Ltd.			
United Arab Emirates	-	Imdad Medical Co. Ltd.			
UK	CE mark	Medi-Phill			

EXHIBIT I (continued)
REGULATORY AUTHORIZATIONS

II. Hyaluronic Acid Products

I Product Registrations

<u>Country</u>	<u>Reference Number</u>	<u>Date Filed</u>	<u>Date Approved</u>	<u>Type</u>	<u>Indication(s)</u>	<u>Ownership</u>
Czech Republic	03 0505 CN/AO 03 0048 R	30.05.03				
Slovak Republic	40246/101/1/2003	15.04.03				
Latvia	004738	22.11.2002				
Lithuania	Not applied					
Estonia	Not applied					
Russia	Applied					
Slovenia	Not applied					

2. Other Authorizations

1 CE Mark. CE Mark released by TUV Product Service GmbH, Ridlerstrasse 65, D 80339 MUENCHEN:

1.1 NON-CROSS-LINKED PRODUCT:

- DIN EN 46001 Certificate n° QZ1 03 03 27625 031; and
- EC Design Examination Certificate n° G7 03 03 27625 027; and
- EC Certificate n° G1 03 03 27625 028; and
- Declaration of Conformity.

1.2 LIQUID PRODUCT:

- DIN EN 46001 Certificate n° QZ1 03 03 27625 031; and
- EC Certificate n° G1 03 03 27625 028; and
- Declaration of Conformity.

EXHIBIT J
ALLOCATION OF PURCHASE PRICE

POLY-L-LACTIC ACID PRODUCT

PATENTS	\$35,100,000
TRADEMARKS	\$ 100,000
Other INTELLECTUAL PROPERTY	\$ 100,000

HYALURONIC ACID PRODUCT

NON-CROSS-LINKED PRODUCT and LIQUID PRODUCT for Ex-U.S. Market

PATENTS	\$10,000,000
TRADEMARKS	\$ 100,000
Other INTELLECTUAL PROPERTY	\$ 100,000

NON-CROSS-LINKED PRODUCT and LIQUID PRODUCT for the U.S. Market

U.S. Development Rights	\$ 500,000
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