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1. Oddveig Sellæg HELLAND 2. Stig Ove JOHNSEN	Street Address: Hoffsveien <u>48</u>
3. Enrique ALABATA	
4. Anja J. JENTOFT	<u>N-0377 Oslo, Norway</u>
	Additional name(s) & address(es) attached? 🗆 Yes 🗹 No
Additional name(s) of conveying parties attached? 🗆 Yes 🗹 No	
3. Nature of conveyance:	
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0 Security Agreement 0 Change of Name	
0 Other:	
Execution dates: March 18, 2011; March 10, 201; March 1	a provide the second se
10, 2011; and March 10, 2011	
4. Application numbers or patent numbers:	
4. Application numbers of patent numbers. If this document is being filed together with a new application	tion, the execution date of the application is:
A. Patent Applications:	B. Patent No.(s)
13/038,305	
	umbers attached? □ Yes Ø No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name: Lawrence H. Frank, Esq. Internal Address: KENYON & KENYON LLP Street Address: <u>One Broadway</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10004</u>	·
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Lawrence H. Frank (Reg. No. 51,700) /La	wrence H. Frank/ April 1, 2011
	Signature Date
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## [11567/49001]

## **ASSIGNMENT**

WHEREAS, we,

Oddveig Sellæg Helland Kvernfaret 18 0383 Oslo, Norway Citizenship: Norway

Stig Ove Johnsen Husebybakken 19H 0379 Oslo, Norway Citizenship: Norway

Enrique Alabata 21019 Reynolds Drive, Apt. C Torrance CA 90503 Citizenship: United States

Anja J. Jentoft Lindealleen 16C 0487 Oslo, Norway Citzenship: Norway

have made inventions and discoveries in **COSMETIC COMPOSITIONS** for which an application for Letters Patent was filed on March 1, 2011 under United States Application Serial Number 13/038,305; and

WHEREAS Photocure ASA, having a place of business at Hoffsveien 48, N-0377 Oslo, Norway, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any and all countries for any and all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignce may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignce's request and at Assignce's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignce; to communicate to Assignce all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this <u>18th</u> <u>March</u>, 2011. <u>Oddwrig Sellag Helland</u> day of <u>March</u>, 2011.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Stig Ove Johnsen

PATENT REEL: 026110 FRAME: 0795

## KENYON & KENYON

2. Authorize Assignee to file patent applications in any and all countries for any and all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignce may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignce's request and at Assignce's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patent shall be held and enjoyed by Assignce as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ , 2011. day of \_\_\_\_

**Oddveig Sellæg Helland** 

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 10 day of MARCH \_\_\_\_\_, 2011.

Stig Ove/Johnsen

- 2 -

PATENT REEL: 026110 FRAME: 0796 IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this  $\frac{10^{+4}}{10^{-4}}$  day of <u>maneth</u>, 2011.

Enrique Alabata

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Anja J. Jentoft

## PATENT REEL: 026110 FRAME: 0797

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Enrique** Alabata

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this  $\frac{10}{Mavol}$  day of  $\frac{Mavol}{Mavol}$ , 2011.

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**RECORDED: 04/01/2011**