

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Schering Corporation	11/10/2009
RECEIVING PARTY DATA	
Name:	OPKO Health, Inc.
Street Address:	4400 Biscayne Boulevard
Internal Address:	Suite 1180
City:	Miami
State/Country:	FLORIDA
Postal Code:	33137
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12967132
CORRESPONDENCE DATA	
Fax Number:	(617)502-5002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6172485000
Email:	patentdocket@choate.com
Correspondent Name:	Choate, Hall & Stewart LLP
Address Line 1:	Two International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2009530-0198
NAME OF SUBMITTER:	Kristen C. Buteau

Total Attachments: 12
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 source=Executed Bill of Sale, Assignment and Assumption Agreement#page3.tif
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REEL: 026402 FRAME: 0263

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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This **BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment Agreement") is dated as of November 10, 2009 and is entered into by and between Schering Corporation, a New Jersey corporation ("*Seller*"); and OPKO Health, Inc., a Delaware corporation ("*Purchaser*"). Seller and Purchaser are sometimes referred to herein, individually, as a "*Party*" and, collectively, as the "*Parties*."

WHEREAS, Purchaser and Seller have entered into an Asset Purchase Agreement dated as of October 12, 2009 (the "APA"); and

WHEREAS, pursuant to the APA, Seller agreed to sell the Purchased Assets, and Purchaser agreed to purchase the Purchased Assets and to assume the Assumed Liabilities from Seller.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment Agreement shall have the meanings set forth in the APA.

2. Conveyance and Acceptance. In accordance with the provisions of the APA, Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases, takes delivery of and acquires from Seller, all of Seller's right, title and interest in and to the Purchased Assets.

3. Assumption of Assumed Liabilities. In accordance with the provisions of the APA, Seller hereby assigns, delegates and transfers to Purchaser the Assumed Liabilities, and Purchaser hereby assumes, accepts and agrees to pay, perform or otherwise discharge, in accordance with their respective terms and subject to the respective conditions thereof, the Assumed Liabilities.

4. Miscellaneous.
(a) This Assignment Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(b) This Assignment Agreement (including any claim or controversy arising out of or relating to this Assignment Agreement) shall be governed by the law of the State of Delaware without regard to conflict of law principles. The Parties hereto agree that any disputes which may arise out of this Assignment Agreement which relate to any Party's rights and/or obligations hereunder shall be resolved in accordance with the provisions of Section 9.6 of the APA.

(c) This Assignment Agreement may be amended or modified only by a written instrument executed by all of the Parties.

(d) If any term, provision, covenant or restriction of this Assignment Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, such determination shall not affect the enforceability of any others or the remainder of this Assignment Agreement.

(e) This Assignment Agreement may be executed manually or by facsimile by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their respective duly authorized representatives as of the date first above written.

SCHERING CORPORATION

By: _____

Name: _____

Title: _____

OPKO HEALTH, INC.

By: *[Signature]*

Name: STEVEN D. RUBIN

Title: EVP

Approved for Signature
OPKO Legal Dept
By: *[Signature]*
Date: 11/10/2009

(c) This Assignment Agreement may be amended or modified only by a written instrument executed by all of the Parties.

(d) If any term, provision, covenant or restriction of this Assignment Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, such determination shall not affect the enforceability of any others or the remainder of this Assignment Agreement.

(e) This Assignment Agreement may be executed manually or by facsimile by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their respective duly authorized representatives as of the date first above written.

SCHERING CORPORATION
By: David P. ...
Name: David A. Piacquadio
Title: Vice President

OPKO HEALTH, INC.
By: _____
Name: _____
Title: _____

LAW DEPARTMENT
[Signature]
R. J. GROCHALA

FORM OF RECORDATION DOCUMENT

SHORT-FORM PATENT ASSIGNMENT

Schering Corporation, a New Jersey corporation having a business address at 2000 Galloping Hill Road, Kenilworth, New Jersey 07033 ("ASSIGNOR") was heretofore the owner of the entire right, title and interest in the patent applications referred to in Annex 1 to this Short-Form Patent Assignment ("Assigned Families").

By prior assignment pursuant to that certain Asset Purchase Agreement executed between ASSIGNOR and OPKO Health, Inc., a Delaware corporation having a business address at 4400 Biscayne Boulevard, Suite 1180, Miami, Florida 33137 ("OPKO") effective October 12, 2009, ASSIGNOR transferred, assigned and conveyed to OPKO, the entire right, title, and interest in and to the Assigned Families and Letters Patent that may be issued on any of the Assigned Families in the United States, Australia, Canada, Japan, the countries in the European Patent Organisation, and everywhere else in the world.

NOW, THEREFORE, ASSIGNOR hereby acknowledges that, in consideration of the foregoing and the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, set forth in such Assignment and License Agreement, ASSIGNOR has heretofore transferred, assigned and conveyed to OPKO all right, title and interest in and to the Assigned Families and Letters Patent that may be issued on any of the Assigned Families in the United States, Australia, Canada, Japan, the countries in the European Patent Organisation, and everywhere else in the world.

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks of the United States and of Australia, Canada, Japan, the countries in the European Patent Organisation, and anywhere else in the world to issue any Letters Patent granted on the Assigned Families, whether on any subsequently filed division, continuation, continuation-in-part, reexamination, or reissue application, to OPKO, its successors and assigns, as the assignee of the entire interest in the Assigned Families.

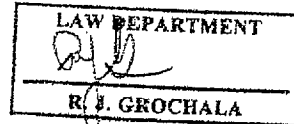
IN TESTIMONY WHEREOF, the undersigned has executed this instrument on the 10th day of November, 2009.

SCHERING CORPORATION

By:

Name: David A. Piacquadio

Title: Vice President



State of New Jersey)

County of Union)

On 11-10-09 before me, Sheryl A. Hohmann
personally appeared David A. Piacquadio

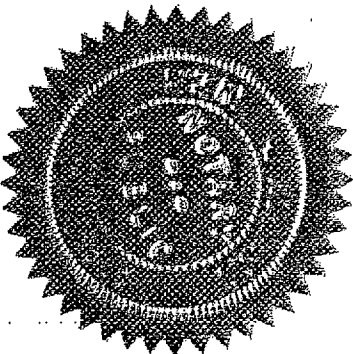
personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sheryl A. Hohmann

Signature of Notary

SHERYL A. HOHMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 11, 2013



ANNEX 1 TO SHORT-FORM PATENT ASSIGNMENT

Case No.	Country	Status	Appln Number	Appln Date	Patent No.	Grant Date	Exp Date
* 6187	AR	FILED	P050102686	06/29/2005			
6187	AU	FILED	2005262330	06/29/2005			
6187	BR	FILED	PI0512958-3	06/29/2005			
6187	CA	FILED	2570197	06/29/2005			
6187	CL	FILED	1643-2005	06/30/2005			
6187	CN	FILED	200580028596.5	06/29/2005			
6187	CO	FILED	06-128.357	06/29/2005			
6187	EC	FILED	SP-06-7123	06/29/2005			
6187	EP	FILED	05787862.1	06/29/2005			
6187	HK	FILED	07107432.4	07/11/2007			
6187	IN	FILED	4817/CHENP/2006	06/29/2005			
6187	ID	FILED	W00200603796	06/29/2005			
6187	IL	FILED	180329	06/29/2005			
6187	JP	FILED	2007-519458	06/29/2005			
6187	KR	FILED	2006-7027877	06/29/2005			
6187	MY	FILED	PI20052967	06/29/2005			
6187	MX	FILED	MX/A/2007/000030	06/29/2005			
6187	NZ	FILED	552059	06/29/2005			
6187	NO	FILED	20070588	06/29/2005			
6187	WO	INACTIVE	US2005/023427	06/29/2005			
6187	PE	FILED	764.2005	06/30/2005			
6187	PH	FILED	1-2007-500162	06/29/2005			
6187	RU	FILED	2007103611	06/29/2005			
6187	ZA	GRANTED	2006/10666	06/29/2005	2006/10666	06/25/2008	06/29/2025
6187	SG	FILED	200608755-5	06/29/2005			
6187	TW	FILED	094122193	06/30/2005			
6187	TH	FILED	0501003040	06/30/2005			
6187	US	INACTIVE	60/584502	07/01/2004			07/01/2005
6187	US	FILED	11/172289	06/30/2005			
6187	VE	FILED	2005-001318	06/29/2005			

Case Number	Status	Appln Number	Appln Date	Patent No.	Grant Date	Exp Date
CN01524K AL	GRANTED	1463716	12/17/2002	AL/P/2008/2601	02/13/2008	12/17/2022
* CN01524K AR	FILED	P020104877	12/16/2002			
CN01524K AU	GRANTED	2002357264	12/17/2002	2002357264	12/07/2006	12/17/2022
CN01524K AT	GRANTED	02805167.0	12/17/2002	E386023	02/13/2008	12/17/2022
CN01524K BE	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K BR	FILED	PI0215158-8	12/17/2002			
CN01524K BG	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K CA	FILED	2470476	12/17/2002			
CN01524K CL	FILED	2884-2002	12/16/2002			
CN01524K CN	FILED	02825561.5	12/17/2002			
CN01524K CO	FILED	04054290	12/17/2002			
CN01524K CY	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K CZ	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K DK	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K EC	FILED	04-5159	12/17/2002			
CN01524K EP/PCT	INACTIVE	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524KB EP	FILED	07118674.6	10/17/2007			
CN01524K EE	GRANTED	E002138	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K FI	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K FR	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K GB	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K DE	GRANTED	02805167.0	12/17/2002	60225067.6	02/13/2008	12/17/2022
CN01524K GR	GRANTED	02805167.0	12/17/2002	3065365	02/13/2008	12/18/2022
CN01524K HK	GRANTED	04107784.1	10/09/2004	HK1065036	07/18/2008	12/17/2022
CN01524KB HK	FILED	08105913.5	05/27/2008			
CN01524K HU	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K HU	FILED	P0402679	12/17/2002			
CN01524K IN	GRANTED	01329/CHENP/2004	12/17/2002	218814	04/16/2008	12/17/2022
CN01524K ID	FILED	W00200401295	12/17/2002			
CN01524K IE	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K IL	FILED	162484	12/17/2002			
CN01524K IT	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K JP	FILED	2003-552727	12/17/2002			
CN01524K KR	FILED	2004-7009445	12/17/2002			
CN01524K LV	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K LT	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K LU	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/18/2022
CN01524K MK	GRANTED	P-2008/65	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K MY	GRANTED	PI20024703	12/16/2002	MY-136697-A	11/28/2008	12/16/2022
CN01524KB MY	FILED	PI20064327	10/13/2006			
CN01524KB MX	FILED	MX/A/2007/009703	08/10/2007			
CN01524K MX	GRANTED	PA/a/2004/005910	12/17/2002	250638	10/22/2007	12/17/2022
CN01524K MC	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K NL	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K NZ	GRANTED	532975	12/17/2002	532975	06/07/2007	12/17/2022

CN01524KB NZ	GRANTED	551997	12/12/2006	551997	11/13/2008	12/17/2022
CN01524K NO	FILED	20043041	12/17/2002			
CN01524K WI	INACTIVE	US02/40203	12/17/2002			
CN01524KB PE	FILED	1006.2006	08/18/2006			
CN01524K PE	GRANTED	1200.2002	12/12/2002	4880	02/07/2008	12/12/2022
CN01524K PH	FILED	1-2004-500780	12/17/2002			
CN01524K PL	FILED	P370841	12/17/2002			
CN01524K PT	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K RO	GRANTED	1015273	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K RU	GRANTED	2004122109	12/17/2002	2326120	06/10/2008	12/17/2022
CN01524K ZA	GRANTED	2004/04583	12/17/2002	2004/4583	02/22/2006	12/17/2022
CN01524K CH	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K SG	GRANTED	200402928-6	12/17/2002	104238	07/31/2006	12/17/2022
CN01524KB SG	FILED	200604791-4	07/14/2006			
CN01524K SI	GRANTED	1463716	12/17/2002	P-200230671	02/13/2008	12/17/2022
CN01524K SK	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K ES	GRANTED	02805167.0	12/17/2002	2299637	02/13/2008	12/17/2022
CN01524K SE	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K TW	FILED	091136267	12/16/2002			
CN01524K TH	FILED	078807	12/16/2002			
CN01524K TR	GRANTED	02805167.0	12/17/2002	1463716	02/13/2008	12/17/2022
CN01524K1 US	GRANTED	10/321687	12/17/2002	7049320	05/23/2006	12/08/2023
CN01524K1B US	FILED	11/358827	02/21/2006			
CN01524P US	INACTIVE	60/341452	12/18/2001			12/18/2002
CN01524K VE	FILED	2002-02437	12/13/2002			
PC1524/TA	DOCKETED					

Case Number	Country	Status	Appln Number	Appln Date	Patent No.	Grant Date	Exp Date
* 6453	AR	FILED	P070101438	04/04/2007			
6453	CA	FILED	2648604	04/04/2007			
6453	CL	FILED	2007-946	04/04/2007			
6453	CN	FILED	200780015817.4	04/04/2007			
6453	EP	FILED	07774640.2	04/04/2007			
6453	HK	DOCKETED					
6453	JP	FILED	2009-504269	04/04/2007			
6453	MX	FILED	MX/a/2008/012935	04/04/2007			
6453	WO	INACTIVE	US2007/008344	04/04/2007			
6453	PE	FILED	413.2007	04/04/2007			
6453	ZA	FILED	2008/08464	04/04/2007			
6453	SG	FILED	200807320-7	04/04/2007			
6453	TW	FILED	096112166	04/04/2007			
6453	TH	FILED	0701001645	04/04/2007			
6453	US	INACTIVE	60/789280	04/05/2006			
6453	US	FILED	11/732548	04/04/2007			
6453	VE	FILED	2007-000685	04/04/2007			

Case Number	Status	Appn Number	Appln Date	Patent No.	Grant Date	Exp Date
6458 AR	FILED	P070101440	04/04/2007			
6458 AU	FILED	2007233389	04/04/2007			
6458 BR	FILED	PI0710577-0	04/04/2007			
6458 CA	FILED	2648640	04/04/2007			
6458 CL	FILED	2007-945	04/04/2007			
6458 CN	FILED	200780020640.7	04/04/2007			
6458 CO	FILED	08-105.792	04/04/2007			
6458 EP	FILED	07774641.0	04/04/2007			
6458 HK	DOCKETED					
6458 IN	FILED	5300/CHENP/2008	04/04/2007			
6458 ID	FILED	W00200803268	04/04/2007			
6458 JP	FILED	2009-504270	04/04/2007			
6458 KR	FILED	2008-7026488	04/04/2007			
6458 MX	FILED	MX/a/2008/012936	04/04/2007			
6458 NZ	FILED	571693	04/04/2007			
6458 NO	FILED	20084660	04/04/2007			
6458 WO	INACTIVE	US2007/008345	04/04/2007			
6458 PE	FILED	412.2007	04/04/2007			
6458 PH	FILED	1-2008-502238	04/04/2007			
6458 ZA	FILED	2008/08465	04/04/2007			
6458 SG	FILED	200807321-5	04/04/2007			
6458 TW	FILED	096112177	04/04/2007			
6458 TH	FILED	0701001644	04/04/2007			
6458 US	GRANTED	11/732663	04/04/2007	7563801	07/21/2009	04/04/2027
6458 US	FILED	12/487263	06/18/2009			
6458 US	INACTIVE	60/789514	04/05/2006			04/05/2007
6458 VE	FILED	2007-000684	04/04/2007			

Case No.	Country	Status	Appln No.	Appln Date	Next Tax Date	Publication Date	Publication No.
6459	AR	Inactive	P070101435	04/04/2007		06/11/2008	AR060352A1
6459	CL	Inactive	2007-947	04/04/2007			
6459	WO	Inactive	US2007-008346	04/04/2007		10/11/2007	WO07/114922
6459	PE	Inactive	415.2007	04/04/2007	04/30/2010		
6459	TW	Inactive	096112181	04/04/2007		02/01/2008	200806666
6459	TH	Inactive	0701001643	04/04/2007			
6459	US	Expired Prov.	60/789513	04/05/2006			
6459	VE	Inactive	2007-000683	04/04/2007			

Case Number	Status	Appln Number	Appln Date	Patent Number	Grant Date	Exp Date
* 6627 AR	FILED	P080101153	03/19/2008			
6627 CL	FILED	0819-2008	03/20/2008			
6627 PK	FILED	304/2008	03/20/2008			
6627 WO	FILED	US2008/003653	03/20/2008			
6627 PE	FILED	515.2008	03/19/2008			
6627 TW	FILED	097109944	03/20/2008			
6627 TH	FILED	0801001384	03/20/2008			
6627 US	INACTIVE	60/919501	03/22/2007			03/22/2008
6627 VE	FILED	00543	03/19/2008			
Case Number	Status	Appln Number	Appln Date	Patent Number	Grant Date	Exp Date
* 6628 AR	FILED	P080101154	03/19/2008			
6628 WO	FILED	US2008/003640	03/20/2008			
6628 US	INACTIVE	60/919666	03/22/2007			03/22/2008
Case Number	Status	Appln Number	Appln Date	Patent Number	Grant Date	Exp Date
6840 US	FILED	61/094474	09/05/2008			09/05/2009
Case Number	Status	Appln Number	Appln Date	Patent Number	Grant Date	Exp Date
2009.7046 US	FILED	61/234129	08/14/2009			