

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VALEANT INTERNATIONAL (BARBADOS) SRL	04/08/2011
RECEIVING PARTY DATA	
Name:	Chantilly Biopharma LLC
Street Address:	3701 Concorde Parkway
City:	Chantilly,
State/Country:	VIRGINIA
Postal Code:	20151
PROPERTY NUMBERS Total: 47	
Property Type	Number
Patent Number:	5458823
Patent Number:	5709876
Patent Number:	5501858
Patent Number:	5370881
Patent Number:	6337082
Patent Number:	5840334
Patent Number:	5980941
Patent Number:	5935600
Patent Number:	5728400
Patent Number:	5851552
Patent Number:	5622719
Patent Number:	6270804
Patent Number:	5518730
Patent Number:	6129926
Patent Number:	6048541

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Patent Number:	5869098
Patent Number:	6165512
Patent Number:	5834033
Patent Number:	6132797
Patent Number:	5520859
Patent Number:	6116880
Patent Number:	5851454
Patent Number:	5445769
Patent Number:	6083430
Patent Number:	5683720
Patent Number:	6117452
Patent Number:	5939120
Application Number:	10176135
Application Number:	11768764
Patent Number:	6048547
Patent Number:	6117453
Patent Number:	6348469
Patent Number:	6386628
Patent Number:	5622717
Patent Number:	6090830
Patent Number:	6013280
Patent Number:	6066629
Patent Number:	6509037
Patent Number:	6312724
Patent Number:	6660296
Patent Number:	6383516
Patent Number:	6228395
Patent Number:	7348028
Patent Number:	6171607
Patent Number:	6224939
Patent Number:	6391338
Patent Number:	5891845

CORRESPONDENCE DATA

Fax Number: (609)397-3429

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

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Address Line 4: Lambertville, NEW JERSEY 08530

ATTORNEY DOCKET NUMBER:

CBIO004

NAME OF SUBMITTER:

Craig M. Bell

Total Attachments: 48

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Execution Copy

VALEANT INTERNATIONAL (BARBADOS) SRL

- AND -

CHANTILLY BIOPHARMA LLC

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

DATED APRIL 8, 2011

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of April 8, 2011 (the "Agreement Date"), is made by and between Valeant International (Barbados) SRL, an international society with restricted liability established under the laws of Barbados (the "Assignor"), and Chantilly Biopharma LLC, a limited liability company established under the laws of Delaware ("Assignee").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment and assume from Assignor, all of Assignor's rights, title and interest in and to the Acquired Intellectual Property (as defined below), all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. In this Agreement:

"Acquired Intellectual Property" means all rights to and interests in the Patents and Trademarks listed on Schedule 1.1(a) hereto.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

"Agreement" means this assignment agreement and all the Schedules and Exhibits attached hereto.

"Agreement Date" has the meaning set out in the recitals hereto.

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law relating to or applicable to such Person, property, transaction, event or other matter.

"Assignee" has the meaning set out in the recitals hereto.

"Assignor" has the meaning set out in the recitals hereto.

"Assumed Liabilities" has the meaning set forth in Section 2.2.

“Business Day” means any day except Saturday, Sunday or any day on which banks are not open for business in Barbados and Chantilly, Virginia.

“Calendar Quarter” means the three (3) month periods ending on March 31, June 30, September 30 and December 31.

“Closing” has the meaning set out in Section 4.1.

“Closing Date” has the meaning set out in Section 4.1.

“Delayed Transfer Asset” has the meaning set out in Section 2.3.

“Excluded Liabilities” has the meaning set forth in Section 2.2.

“Fraud Matters” shall have the meaning set out in Section 7.1.

“Fundamental Representations” means the representations and warranties contained in Sections 6.1(1) through to 6.1(4).

“Governmental Authority” means any US or foreign federal, state, provincial or local government, or any US or foreign court, administrative or regulatory agency or commission or other US or foreign governmental authority or agency.

“Indemnification Claim Notice” has the meaning set forth in Section 7.4.

“Indemnified Party” has the meaning set forth in Section 7.4.

“Indemnifying Party” has the meaning set forth in Section 7.4.

“Legal Proceeding” means any litigation, action, suit, investigation, hearing, claim, deemed complaint, grievance, arbitration proceeding or other similar proceeding, before or by any court or other tribunal or Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review.

“Liability” means, with respect to any Person, any debt, liability or obligation of such Person, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, due or become due, including any liability for Taxes and those arising under any Applicable Laws, contract or otherwise.

“Liability Cap” shall have the meaning set out in Section 7.5(1).

“License” shall have the meaning set out in Section 2.4.

“Licensed Patents” shall have the meaning set out in Section 2.4.

“Lien” means any lien, encumbrance, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claim, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property.

“Loss” or “Losses” means any and all damages, losses, Taxes, Liabilities, claims, judgments, penalties, costs and expenses (and any interest imposed thereon), including reasonable attorneys’ fees and litigation expenses.

“Material Adverse Effect” means any change, circumstance or effect that has or could have a material adverse effect on the Acquired Intellectual Property taken as a whole; provided, however, that any event, change or effect will not be deemed to constitute a Material Adverse Effect and will be disregarded when determining whether a Material Adverse Effect has occurred, to the extent arising from or directly or indirectly related to (1) general economic conditions, political conditions, financial and credit market conditions or market conditions or in the health care or pharmaceutical industries, in each case not disproportionately impacting the Assignor or the Acquired Intellectual Property; (2) acts of war or terrorism (or the escalation of the foregoing) or natural disasters or other force majeure events; or (3) changes or anticipated changes in applicable accounting regulations or principles or the interpretation thereof or any Applicable Laws, in each case not disproportionately impacting the Assignor or the Acquired Intellectual Property.

“Order” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“Net Sales” means, with respect to a given period of time, gross sales of a Product by Assignee and its Affiliates to Third Parties, less only the following deductions which are actually incurred, allowed, paid, accrued or specifically allocated to such gross sales amounts:

- i. credits or allowances actually granted for damaged Products, returns or rejections of Product, price adjustments and billing errors;
- ii. governmental and other rebates (or equivalents thereof) granted to managed health care organizations, pharmacy benefit managers (or equivalents thereof), federal, state, provincial, local and other governments, their agencies and purchasers, and reimbursers or to trade customers;
- iii. normal and customary trade, cash and quantity discounts, allowances and credits;
- iv. distribution services agreement fees and rebates allowed or paid to Third Party distributors;
- v. transportation costs, including insurance, for outbound freight related to delivery of the Product to the extent included in the gross amount invoiced;
- vi. sales taxes, value added taxes and other taxes directly applied to the sale of the Product to the extent included in the gross amount invoiced; and
- vii. any other items that reduce gross sales amounts as required by Generally Accepted Accounting Principles in the United States applied on a consistent basis.

Sales of Product between or among Assignee and its Affiliates shall be excluded from the computation of Net Sales, but the subsequent final sales of Product to Third Parties by such

Affiliates shall be included in the computation of Net Sales. There shall be no double counting in determining the foregoing deductions from gross amounts to calculate Net Sales.

“NTI” has the meaning set out in Schedule 1.1(b).

“Parent” means VenKOR Corp, the corporate parent entity of Purchaser.

“Parent Guaranty” means the guaranty dated April [X], 2011 delivered by Parent in favour of Seller, in respect of the obligations to be performed by, and liabilities of, Purchaser under the Agreement, substantially in the form of Exhibit C.

“Party” means Assignor or Assignee, and **“Parties”** means both Assignor and Assignee.

“Patent Assignment” means the patent assignment assigning the Patents included in the Acquired Intellectual Property from Assignor to Assignee, substantially in the form of Exhibit A.

“Patents” means patents and patent applications, provisionals or any substitute applications, any patent issued with respect to any such patent applications, including reissues, divisions, continuations, continuations-in-part, renewal and extensions (including any supplementary protection certificate) thereof and reexamination certificates therefor, and any confirmation patent or registration patent or patent of addition based on any such patent.

“Permitted Liens” means (a) any Lien for Taxes, assessments and other governmental charges that are not yet due and payable or that may thereafter be paid without penalty, (b) statutory mechanics’, materialmen’s, contractors’, warehousemen’s, repairmen’s and other similar statutory liens arising in the ordinary course of business and consistent with past practice and that are not delinquent, (c) such Liens as do not materially affect the use or value of the properties or assets subject thereto or affected thereby, and (d) the Liens and other encumbrances described in Schedule 1.1(b).

“Person” means any individual, corporation, partnership, limited liability company, joint venture, trust, business association, organization, Governmental Authority or other entity.

“Products” means the products in development, manufactured, sold or distributed by or on behalf of Assignee or its Affiliates that have been or are being developed, manufactured or commercialized utilizing the Acquired Intellectual Property.

“Tax” means all taxes and assessments, including all interest, penalties and additions with respect thereto.

“Third Party” means any person other than the Parties and their Affiliates.

“Trademark Assignment” means the trademark assignment assigning the Trademarks included in the Acquired Intellectual Property from Assignor to Assignee, substantially in the form of Exhibit B.

“Trademarks” means trademarks, trade names, brand names, logotypes, symbols, service marks, Internet domain names and the goodwill of the business symbolized thereby,

including registrations and applications for registrations thereof and all renewals, modifications and extensions thereof.

“Transfer Tax” has the meaning set out in Section 3.4.

“US” means United States of America and its territories.

“US Dollars” means the lawful currency of the United States.

1.2 Interpretation.

(1) In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

(2) When used in this Agreement, the words “include”, “includes” and “including” shall be deemed to be followed by the words “without limitation.

(3) The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

(4) All references to any introductory paragraph, recitals, Articles, Sections, Exhibits and Schedules shall be deemed references to the introductory paragraph, recitals, Articles, Sections, Exhibits and Schedules to this Agreement.

(5) This Agreement shall be deemed drafted jointly by Assignor and Assignee and shall not be specifically construed against either Party based on any claim that such Party or its counsel drafted this Agreement.

(6) The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

1.3 Currency. All currency amounts referred to in this Agreement are in US Dollars unless otherwise specified.

1.4 Schedules and Exhibits. The following are the Schedules and Exhibits attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

- | | |
|--------|--------------------------------------|
| 1.1(a) | Acquired Intellectual Property |
| 1.1(b) | Permitted Liens |
| 1.1(c) | Kos Patents |
| 1.1(d) | Licensed Merck Intellectual Property |
| 2.4 | Licensed Patents |

EXHIBITS

- | | |
|---|------------------------------|
| A | Form of Patent Assignment |
| B | Form of Trademark Assignment |
| C | Parent Guarantee |

ARTICLE 2 ASSIGNMENT AND ASSUMPTION

2.1 Assignment of Acquired Intellectual Property. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Assignor shall sell, assign, transfer and set over to Assignee, free and clear of all Liens (other than Permitted Liens), and Assignee shall purchase, acquire and accept, all right, title and interest of Assignor in and to the Acquired Intellectual Property in the countries and jurisdictions set out in Schedule 1.1(a), together with the goodwill associated therewith.

2.2 Assumed Liabilities. Subject to the second sentence of this Section 2.2, Assignee shall assume from Assignor, be responsible for and pay, perform and discharge when due only the following Liabilities (collectively, the “Assumed Liabilities”): (a) all Liabilities arising out of or relating to the Acquired Intellectual Property or Assignee’s ownership or use of the Acquired Intellectual Property, in each case solely arising out of or relating to the period from and after Closing, including, but not limited to, any commitments or obligations to any Governmental Authority arising out of or relating to the ownership and operation of the Purchased Assets by Purchaser from and after Closing and any commitments or obligations to prosecute and maintain the Acquired Intellectual Property, arising after the Closing Date, and (b) any and all Liabilities relating to or arising out of the Products, including any product liability arising from or relating to the Products. It is expressly understood and agreed that Assignee shall not assume, nor shall it be liable for, any Liabilities of Assignor or its Affiliates other than Assumed Liabilities (collectively, the “Excluded Liabilities”), including any and all Liabilities arising from or related to the period prior to Closing (unless expressly provided for hereunder) or not related to the Acquired Intellectual Property or the Products.

2.3 Delayed Transfer Assets.

(1) To the extent that any immaterial Patent or Trademark of the Acquired Intellectual Property or any claim, right or benefit arising under or resulting from such immaterial Patent or Trademark of Acquired Intellectual Property is not capable of being assigned, transferred or conveyed without the approval, consent or waiver of any Third Party (including any Governmental Authority), (all such Trademarks and Patents being collectively referred to in this Agreement as “Delayed Transfer Assets”), except as otherwise expressly provided in this Agreement and without limiting the rights and remedies of the Assignee contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to assign, transfer, convey or deliver any Delayed Transfer Asset unless and until such approval, consent or waiver has been obtained.

(2) Subject to Section 2.3(5) below, the Parties shall use commercially reasonable efforts to promptly obtain such approvals, consents and waivers, and shall reasonably cooperate until such time as such consent is obtained.

(3) Subject to Section 2.3(5) below, with respect to each such Delayed Transfer Asset, after the Closing and until such Delayed Transfer Asset is assigned, transferred or conveyed to the Assignee, the Assignor shall:

- (a) hold the Delayed Transfer Asset in trust for the Assignee;
- (b) comply with the terms and provisions of or relating to the Delayed Transfer Asset as agent for the Assignee at the Assignee's cost and for the Assignee's benefit;
- (c) co-operate with the Assignee in any reasonable and lawful arrangements designed to provide the benefits of the Delayed Transfer Asset to the Assignee;
- (d) enforce, at the request of the Assignee and at the expense and for the account of the Assignee, any rights of the Assignor under or arising from the Delayed Transfer Asset against any Third Party, including the right to elect to terminate any such rights in accordance with the terms of such rights upon the written direction of the Assignee.

(4) The Assignee shall indemnify the Assignor and save it fully harmless against, and will reimburse or compensate it for, any Losses arising from, in connection with or related in any manner whatever to any actions taken by the Assignor at the request of the Assignee pursuant to this Section 2.3. Furthermore, the Purchaser shall indemnify the Seller and save it fully harmless against, and will reimburse or compensate it for, any Losses suffered or incurred by Seller as a result of continuing to hold or maintain, in the Seller's name, any of the Trademarks and Patents that form the Delayed Transfer Assets, for the period from and after Closing.

(5) If any such consent, approval or waiver cannot be obtained within three (3) months of the Closing, Assignor may use its commercially reasonable efforts to obtain for Assignee substantially all of the practical benefit and burden of such Delayed Transfer Assets, including by entering into appropriate and reasonable alternative arrangements on terms mutually agreeable to the Parties.

2.4 License to Assignor.

(1) Upon Closing, Assignee shall grant to Assignor an exclusive, irrevocable, perpetual, fully-paid, royalty-free license, with the right to sublicense to or transfer to NTI (or its Affiliates) (the "License"), under the Patents listed in Schedule 2.4 (the "Licensed Patents") to use, have used, make, have made, import and have imported products solely in the field of food, food additives and dietary supplements for use in humans, as said terms are defined for use in humans in the Federal Food, Drug and Cosmetic Act (the "Field"). Assignee further grants to Assignor a non-exclusive, irrevocable, perpetual, fully-paid, royalty-free license, with the right to sublicense to or transfer to NTI (or its Affiliates), under the Licensed Patents, to use, have used, make, have made, import or have imported products solely in the field of over-the-counter

antacids. For purposes of clarification, the Field shall not include pharmaceutical or drug products.

(2) To the extent Assignee ever determines to sell, dispose of, assign, license or otherwise transfer the Licensed Patents to another Person, the Assignee shall notify Assignor prior to such sale, disposition, assignment, license or transfer.

ARTICLE 3

FINANCIAL TERMS

3.1 Consideration. As consideration for the assignment of the Acquired Intellectual Property, Assignee shall pay to Assignor an amount equal to two percent (2%) of aggregate annual Net Sales of the Products.

3.2 Payment. Within thirty (30) days after the end of each Calendar Quarter, Assignee shall deliver a report to Assignor specifying the Net Sales of the Products for the applicable Calendar Quarter. Together with the delivery of such report, Assignee shall pay to Assignor the amount applicable to such Calendar Quarter. Amounts payable by Assignee pursuant to this Article 3 shall be paid by wire transfer in immediately available funds to an account or accounts designated in writing by Assignor. Any uncontested payments or portions thereof due hereunder which are not paid by the date such payments are due under this Agreement will bear interest from the due date at a rate equal to one percent (1%) above the U.S. Prime Rate (as set forth in the Wall Street Journal, Eastern Edition) for the date on which payment was due, calculated daily on the basis of a 365-day year, or similar reputable data source; provided that, in no event shall such rate exceed the maximum legal annual interest rate.

3.3 Record Retention and Audit Rights.

(1) Assignee will maintain complete and accurate books, records, and accounts used for the determination of expenses, deductions, credits, or other relevant factors in connection with the calculation of Net Sales, in sufficient detail to confirm the accuracy of any payments required under this Agreement, which books, records, and accounts will be retained until three (3) years after the end of the period to which such books, records, and accounts pertain.

(2) Assignor will have the right to have an independent certified public accounting firm of internationally recognized standing, reasonably acceptable to the Parties, access during normal business hours, and upon reasonable prior written notice, such of the records of Assignee as may be reasonably necessary to verify the accuracy of the Net Sales for any Calendar Quarter; provided, however, that Assignor will have the right to conduct no more than one (1) such audit in any Calendar Year. The accounting firm will disclose to Assignor only whether Net Sales reported by Assignee is correct or incorrect and the specific details concerning any discrepancies. Assignor will bear all costs of such audit, unless the audit reveals a discrepancy in Assignor's favour of more than five percent (5%), in which case the Assignee will bear the cost of the audit. If, based on the results of any audit, payments are owed by Assignee to Assignor under this Agreement, then Assignee will make such payment promptly after the accounting firm's written report is delivered by courier or registered mail to both Parties.

3.4 Sales, Use and Other Taxes. All transfer, documentary, sales, use, valued-added, gross receipts, stamp, registration or other similar transfer taxes (collectively, "Transfer Taxes") incurred in connection with the assignment of the Acquired Intellectual Property as contemplated by the terms of this Agreement, including all recording, transfer or filing fees, that may be imposed, payable, collectible or incurred, shall be borne by Assignee. The Parties hereto agree to reasonably cooperate with each other to claim any applicable exemption from, or reduction of, any applicable Transfer Taxes.

ARTICLE 4

CLOSING ARRANGEMENTS

4.1 Closing. Upon the terms and subject to the conditions of this Agreement, the closing of the assignment and assumption of the Acquired Intellectual Property (the "Closing") shall be held on the date hereof (the "Closing Date"). The Closing shall be deemed to occur at 11:59 p.m. ET on the Closing Date.

4.2 Closing Deliverables by Assignor. At the Closing, subject to the terms and conditions set forth herein, Assignor shall do or otherwise cause each of the following to occur:

(1) deliver to Assignee executed copies of the Patent Assignment and Trademark Assignment; and

(2) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Assignee to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Assignee, acting reasonably.

4.3 Closing Deliverables by Assignee. At the Closing, subject to the terms and conditions set forth herein, Assignee shall do or otherwise cause each of the following to occur:

(1) deliver to Assignor executed copies of the Patent Assignment and Trademark Assignment;

(2) deliver to Assignee a duly executed copy of the Parent Guaranty, executed by Parent; and

(3) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Assignor to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Assignor, acting reasonably.

ARTICLE 5

POST-CLOSING MATTERS

5.1 Transfer of Acquired Intellectual Property. Upon the reasonable request of Assignee, and at Assignee's sole expense, Assignor and its patent attorneys and agents will cooperate with

Assignee following the Closing Date to prepare any additional documentation required to record and give effect to the assignment of the Acquired Intellectual Property in accordance with this Agreement, including by executing and delivering Patent Assignment(s) or Trademark Assignment(s) to any Governmental Authority, as required.

5.2 Further Assurances. Each Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

5.3 Post-Closing Access to Records. Following Closing and upon reasonable request by a Party, but subject to any restrictions under Applicable Law and subject to any contractual confidentiality obligations to third parties, each Party agrees to provide to the requesting Party either copies of or reasonable access to such Party's records and information relating to the Acquired Intellectual Property in their possession, solely for the purposes of: (i) any investigation being conducted by any Governmental Authority involving any portion of the Acquired Intellectual Property; (ii) any requests by a Governmental Authority involving any portion of the Acquired Intellectual Property; or (iii) any claims or litigation involving either Party or the Acquired Intellectual Property. Each Party shall use its commercially reasonable efforts to ensure that its requests for records and information pursuant to this Section 5.3 are conducted so as not to interfere with the normal and ordinary operation of the other Party's business. Each Party acknowledges that the records and information made available to such Party pursuant to this Section 5.3 constitute confidential information of the releasing Party.

5.4 Confidentiality.

(1) Assignor for itself and its Affiliates undertakes with Assignee, and Assignee for itself and its Affiliates undertakes with Assignor, to keep confidential (except as expressly provided in this Agreement) at all times after the Closing Date, and not directly or indirectly reveal, disclose or use for its own or any other purposes unrelated to its performance hereunder, any confidential information received or obtained as a result of entering into or performing, or supplied by or on behalf of a Party in the negotiations leading to, this Agreement and which relates to: (i) the negotiations relating to this Agreement; or (ii) the subject matter and/or provisions of this Agreement.

(2) The prohibition in Section 5.4(a) does not apply if: (i) the information was in the public domain before it was furnished to the relevant Party or, after it was furnished to that Party, entered the public domain otherwise than as a result of (x) a breach by that Party of this Section 5.4 or any other confidentiality agreement which that Party is bound or (y) a breach of a confidentiality obligation by the disclosure by a Third Party where the breach was previously known to that Party; or (ii) disclosure is necessary in order to comply with Applicable Law, regulatory requirements, legal process, stock exchange rules or to obtain Tax or other clearances or consents from a taxation authority, provided that any such information disclosable pursuant to this Section 5.4(b) shall be disclosed only to the extent required and (unless such consultation is prohibited by Applicable Law or is not reasonably practicable) only after consultation with Assignor and Assignee (as the case may be).

5.5 Public Announcements. Except to the extent otherwise required by Applicable Law or with the prior consent of the Assignor (not to be unreasonably withheld or delayed), Assignee shall not make any public announcement regarding this Agreement or the transactions contemplated by this Agreement.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Assignor. The Assignor represents and warrants to the Assignee as follows:

(1) *Incorporation and Corporate Power.* The Assignor is a society established, organized and in good standing and subsisting under the laws of the jurisdiction of its establishment. The Assignor has the power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its other obligations hereunder and under all such other agreements and instruments. The Assignor has the power, authority and capacity to own and assign the Acquired Intellectual Property to the Assignee. No act or proceeding has been taken or authorized by the Assignor or, to the knowledge of the Assignor, by any other Person in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of the Assignor. The Assignor is duly qualified or registered to do business in each jurisdiction where such qualification or registration is required by Applicable Law.

(2) *Authorization by Assignor.* The execution and delivery of this Agreement and all other agreements and instruments to be executed by it as contemplated herein, and the completion of the transactions contemplated hereby, and thereby have been duly authorized by all necessary corporate action on the part of the Assignor.

(3) *Enforceability of Assignor's Obligations.* This Agreement constitutes the legal, valid and binding obligation of the Assignor enforceable against the Assignor in accordance with its terms, subject to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of the rights of creditors and others.

(4) *No Violation.* The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof will not: (i) violate any Applicable Laws applicable to Assignor; (ii) conflict with or violate any provisions of the charter, bylaws or other organizational documents of Assignor; (iii) result in the breach of, or a default under any Order or contract to which such Assignor is bound or subject, or (v) result in the creation or imposition of any material Lien upon any Acquired Intellectual Property, other than a Permitted Lien. Except as may be required by a Governmental Authority for recordal purposes, the Assignor is not required to make any filing with or give any notice to, or to obtain any consent or approval from, any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby.

(5) *Intellectual Property Rights.* The Assignor has legal and beneficial title to the Acquired Intellectual Property, free and clear of any and all Liens, except for Permitted Liens, and has the right to assign the Acquired Intellectual Property. Other than as set out in Schedule 1.1(b), there is no agreement, option or other right or privilege outstanding in favour of any Person for the license or assignment by Assignor of the Acquired Intellectual Property.

(6) *Legal Proceedings.* There are no Legal Proceedings in progress, pending or, to the knowledge of the Assignor, threatened against the Assignor (i) relating to the Acquired Intellectual Property, or (ii) that challenges or may have the effect of preventing, making illegal, materially delaying or otherwise interfering with the completion by Assignor of the transactions contemplated by this Agreement. To the knowledge of Assignor, there are no Orders outstanding with respect to the Acquired Intellectual Property.

(7) *Financial Solvency.* The Assignor is solvent and holds material assets. To the best of Assignor's knowledge, Assignor will be able to perform or comply with its obligations hereunder when they come due.

(8) *Disclaimer.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR DOES NOT MAKE ANY REPRESENTATIONS OR EXTEND ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ACQUIRED INTELLECTUAL PROPERTY.

6.2 Representations and Warranties of the Assignee. The Assignee represents and warrants to the Assignor as follows:

(1) *Incorporation and Corporate Power.* The Assignee is a corporation incorporated, organized and in good standing and subsisting under the laws of the jurisdiction of its incorporation. The Assignee has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its obligations under this Agreement and under all such other agreements and instruments. No act or proceeding has been taken or authorized by the Assignee or, to the knowledge of the Assignee, by any other Person in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of the Assignee. The Assignee is duly qualified or registered to do business in each jurisdiction where such qualification or registration is required by Applicable Law.

(2) *Authorization by Assignee.* The execution and delivery of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Assignee.

(3) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Assignee enforceable against the Assignee in accordance with its terms, subject to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of the rights of creditors and others and to the extent that equitable

remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

(4) *No Violation.* The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof will not: (i) violate any Applicable Laws applicable to Assignee; (ii) conflict with or violate any provisions of the charter, bylaws or other organizational documents of Assignee; or (iii) result in the breach of, or a default under any Order or contract to which such Assignee is bound or subject. Except as may be required by a Governmental Authority for recordal purposes, the Assignee is not required to make any filing with or give any notice to, or to obtain any consent or approval from, any Person in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated hereby.

(5) *Legal Proceedings.* There are no Legal Proceedings in progress, pending or, to the knowledge of the Assignee, threatened against or affecting the Assignee that challenges or may have the effect of preventing, making illegal, materially delaying or otherwise interfering with the completion by Assignee of the transactions contemplated by this Agreement.

6.3 Commissions. Each Party represents and warrants to the other Party that such other Party will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, that Party.

ARTICLE 7 SURVIVAL AND INDEMNIFICATION

7.1 Survival. All representations and warranties of Assignor and Assignee contained herein or made pursuant hereto shall survive the Closing for a period of eighteen (18) months after the Closing Date; provided, however, that claims under Sections 7.2(1) or 7.2(1) may be made indefinitely with respect to Fraud Matters (as defined below). The term "**Fraud Matters**" shall mean any matter involving fraud, intentional misconduct or willful misconduct. The covenants and agreements of the Parties hereto contained in this Agreement shall survive and remain in full force for the applicable periods described therein or, if no such period is specified, indefinitely. Any right of indemnification pursuant to this Article 7 with respect to a claimed breach of a representation, warranty or covenant shall expire at the date of termination of the representation, warranty or covenant claimed to be breached, unless on or prior to such expiration date the Party from whom indemnification is sought has received notice of a good faith claim in accordance with the provisions of Article 7.

7.2 Indemnity by the Assignor. The Assignor shall indemnify the Assignee and its Affiliates and their respective officers, directors, employees, agents, successors and assigns against, and agrees to hold them harmless from, any Losses arising from, in connection with or related in any manner whatever to (both with respect to third party claims or direct claims by Assignee against Assignor):

(1) any breach by Assignor of any representation or warranty made by it contained in this Agreement;

(2) any breach by Assignor of any of its covenants or agreements contained in this Agreement;

(3) any Liability of Assignor other than the Assumed Liabilities; and

(4) other than the Assumed Liabilities, the ownership or use of the Acquired Intellectual Property by the Assignor or its Affiliates prior to the Closing.

7.3 Indemnity by the Assignee. The Assignee shall indemnify the Assignor and its Affiliates and their respective officers, directors, employees, agents, successors and assigns against, and agrees to hold them harmless from, any Losses arising from, in connection with or related in any manner whatever to (both with respect to third party claims or direct claims by Assignor against Assignee):

(a) any breach by Assignee of any representation or warranty made by it contained in this Agreement;

(b) any breach by Assignee of any of its covenants contained in this Agreement;

(c) any Assumed Liability;

(d) the ownership or use of the Acquired Intellectual Property by the Assignee or its Affiliates following the Closing; or

(e) any and all Liabilities relating to or arising out of the Products, including any product liability arising from or relating to the Products.

7.4 Procedure.

(1) In order for an indemnified Party under this Article 7 (an "Indemnified Party") to be entitled to any indemnification provided for under this Agreement, such Indemnified Party shall, promptly following the discovery of the matters giving rise to any Losses, notify the indemnifying Party under this Article 7 (the "Indemnifying Party") in writing of its claim for indemnification for such Losses, specifying in reasonable detail the nature of such Losses and the amount of the liability estimated to accrue therefrom (the "Indemnification Claim Notice"); provided, however, that failure to give such prompt notification shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party will have been actually prejudiced as a result of such failure. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, within five (5) Business Days after the Indemnified Party's receipt of such request, all information and documentation reasonably requested by the Indemnifying Party with respect to such Losses.

(2) The Indemnified Party may request that the Indemnifying Party, at the Indemnifying Party's option and expense, assume the complete defense of any Indemnification Claim based on any action, suit, proceeding, claim, demand or assessment by any Third Party

with full authority to conduct such defense and to settle or otherwise dispose of the same, and the Indemnified Party will fully cooperate and may at its expense participate in such defense; provided the Indemnifying Party will not, in defense of any such action, suit, proceeding, claim, demand or assessment, except with the consent of the Indemnified Party (which consent will not be unreasonably withheld), consent to the entry of any judgment or enter into any settlement (a) which provides for any relief other than the payment of monetary damages and/or (b) which does not include as an unconditional term thereof the giving by the Third Party claimant to the Indemnified Party of a release from all liability in respect thereof. After notice to the Indemnified Party of the Indemnifying Party's election to assume the defense of such action, suit, proceeding, claim, demand or assessment, the Indemnifying Party will be liable to the Indemnified Party only for such legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof at the request of the Indemnifying Party. As to those Third Party actions, suits, proceedings, claims, demands or assessments with respect to which the Indemnifying Party does not promptly assume control of the defense, or, after doing so, does not continue to prosecute such defense in good faith, the Indemnified Party may, at Indemnifying Party's expense, assume control of such defense, but will afford the Indemnifying Party an opportunity to participate in such defense, at the Indemnifying Party's cost and expense, and will consult with the Indemnifying Party prior to settling or otherwise disposing of any of the same. The Indemnified Party will not settle any Indemnification Claim without the prior consent of the Indemnifying Party, such consent not to be unreasonably withheld.

7.5 Limitations of Liability.

(1) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL LIABILITY OF ASSIGNOR IN CONNECTION WITH INDEMNIFICATION CLAIMS UNDER SECTION 7.2 EXCEED THREE HUNDRED THOUSAND US DOLLARS (US\$300,000) (THE "LIABILITY CAP"); PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE FRAUD MATTERS OR BREACH OF THE FUNDAMENTAL REPRESENTATIONS.

(2) IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), HOWEVER CAUSED AND UNDER ANY THEORY, EVEN IF IT HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS TO THIRD PARTIES HEREUNDER, ANY BREACH OF SECTION 5.4 (CONFIDENTIALITY) OR THE FRAUD OR INTENTIONAL MISCONDUCT OF A PARTY.

(3) The amount of any Losses for which indemnification is provided under this Article 7 shall be net of any amounts actually recovered by the Indemnified Party under insurance policies or otherwise with respect to such Losses (net of any Tax or expenses incurred in connection with such recovery); provided, however, that claims may be made immediately by an Indemnified Party and uncontested claims may be paid immediately by the Indemnified Party in accordance with this Agreement (it being agreed that any proceeds received by the

Indemnified Party shall be reimbursed to the Indemnifying Party up to the amount paid by the Indemnifying Party to the Indemnified Party in connection with the applicable claim).

(4) Each Party hereto agrees that in no event shall either Party be liable under this Article 7 for any Losses to the extent such Losses arise from negligence, Fraud Matters or violation of any law by the other Party or such other Party's Affiliates or and officers, directors or employees.

7.6 Exclusive Remedy. The sole and exclusive remedy for any breach or failure to be true and correct, or alleged breach or failure to be true and correct, of any representation or warranty or any covenant or agreement in this Agreement, shall be indemnification in accordance with this Article 7. In furtherance of the foregoing, each of the Parties hereby waives, to the fullest extent permitted by Applicable Law, any and all other rights, claims and causes of action (including rights of contributions, if any) known or unknown, foreseen or unforeseen, which exist or may arise in the future, that it may have against the other Party, arising under or based upon any Applicable Law (including any such law based upon common law or otherwise). Notwithstanding the foregoing, this Section 7.6 shall not operate to limit the rights of the Parties to seek equitable remedies (including specific performance or injunctive relief) or limit the rights of the Parties to pursue claims based upon fraud.

ARTICLE 8 GENERAL

8.1 Expenses. Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses (including any Taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers).

8.2 Notices. All notices, requests and other communications hereunder shall be in writing and shall be sent, delivered or mailed, addressed as follows:

(a) if to the Assignor, to:

VALEANT INTERNATIONAL (BARBADOS) SRL
Welches, Christ Church
Barbados, BB17154
Attention: President and Chief Operating Officer
Fax: (246) 420-1532

with a copy to:

Valeant Pharmaceuticals International, Inc.
7150 Mississauga Road
Mississauga, Ontario, Canada L5M 8L5
Attn: Legal Department
Facsimile: (905) 286-3350

(b) if to the Assignee, to:

Chantilly Biopharma LLC
Flex Tech I
Avion Business Park
3701 Concorde Parkway
Chantilly, Virginia 20151

Each such notice, request or other communication shall be given by: (i) hand delivery; (ii) certified mail; (iii) nationally recognized courier service; or (iv) facsimile transmission. Each such notice, request or communication shall be effective when delivered at the address specified in this Section 8.3 (or in accordance with the latest unrevoked direction from the receiving Party).

8.3 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except or explicitly set out in this Agreement.

8.4 Amendment. No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

8.5 Waiver. By an instrument in writing, Assignor or Assignee may waive compliance by the other Party with any term or provision of this Agreement that such other Party was or is obligated to comply with or perform. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

8.6 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

8.7 Interpretation of Representations. Each representation and warranty made in this Agreement or pursuant hereto is independent of all other representations and warranties made by the same parties, whether or not covering related or similar matters, and must be independently and separately satisfied. Exceptions or qualifications to any such representation or warranty shall not be construed as exceptions or qualifications to any other representation or warranty.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States, without reference to its conflicts of law principles and the Parties agree to the personal jurisdiction of and venue in any federal court located in the Southern District of New York or state court located in New York County, New York.

8.9 WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND FOR ANY COUNTERCLAIM THEREIN.

8.10 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that, notwithstanding the above, a Party may assign, sublicense, subcontract, delegate or transfer any or all of its rights or obligations under this Agreement to its Affiliate, provided that no such assignment, sublicense, subcontract, delegation or transfer shall relieve the assigning, sublicensing, subcontracting, delegating or transferring Party of its responsibility for the performance of any such obligation. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

8.11 No Third-Party Beneficiaries. No provision of this Agreement is intended to or shall be construed to grant or confer any right to enforce this Agreement, or any remedy for breach of this Agreement, to or upon any Person other than the parties hereto, including any customer, prospect, supplier, employee, contractor, salesman, agent or representative of the Company.

8.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.


[signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

VALEANT INTERNATIONAL (BARBADOS) SRL

By: _____
Name:
Title:

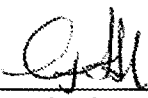
CHANTILLY BIOPHARMA LLC

By: 
Name: Subraman Rao Cherukuri
Title: President

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

VALEANT INTERNATIONAL (BARBADOS) SRL

By: 
Name: *Graham Jackson*
Title: *Vice President*

CHANTILLY BIOPHARMA LLC

By: _____
Name:
Title:

[Signature Page to IP Assignment Agreement]

SCHEDULE 1.1(A)

ACQUIRED INTELLECTUAL PROPERTY

METHOD AND APPARATUS FOR SPINNING FEEDSTOCK MATERIAL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P074-US-NP	UNITED STATES OF AMERICA	GRANTED	10/28/1994	5,458,823	10/28/2014
P074-CA-NP	CANADA	GRANTED	10/23/1995	2161204	10/23/2015
P074-DE-EPA	GERMANY	GRANTED	10/23/1995	69525215.1	10/23/2015
P074-FR-EPA	FRANCE	GRANTED	10/23/1995	EP0709035	10/23/2015
P074-GB-EPA	UNITED KINGDOM	GRANTED	10/23/1995	EP0709035	10/23/2015
P074-IT-EPA	ITALY	GRANTED	10/23/1995	EP0709035	10/23/2015
P074-JP-DIV	JAPAN	GRANTED	10/23/1995	4117324	10/30/2015
P074-JP-NP	JAPAN	GRANTED	10/23/1995	7-281771	10/23/2015

SACCHARIDE-BASED MATRIX

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P077-US-DIV7	UNITED STATES OF AMERICA	GRANTED	06/07/1995	5,709,876	1/20/2015

RAPIDLY DISPERSABLE COMPOSITIONS CONTAINING POLYDEXTROSE

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P077-US-CIP12	UNITED STATES OF AMERICA	GRANTED	09/10/1993	5,501,858	3/26/2013
P077-FR-EPA	France	GRANTED	05/11/1993	EP0570327	05/11/2013
P077-DE-EPA	Germany	GRANTED	05/11/1993	69326913.8	05/11/2013
P077-IE-EPA	Ireland	GRANTED	05/11/1993	0570327	05/11/2013
P077-IT-EPA	Italy	GRANTED	05/11/1993	EP0570327	05/11/2013
P077-NL-EPA	Netherlands	GRANTED	05/11/1993	0570327	05/11/2013
P077-CA-NP2	Canada	GRANTED	05/07/1993	2,095,776	05/07/2013
P077-CA-NP	CANADA	GRANTED	04/18/1988	1315679	04/06/2010

A MODERATED SPUN FIBROUS SYSTEM AND METHOD OF MANUFACTURE

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P077-CA-NP1	Canada	GRANTED	03/01/1990	2011290	03/01/2010
P077-FR-EPT1	France	GRANTED	02/22/1990	EP0464040	02/22/2010
P077-DE-EPT1	Germany	GRANTED	02/22/1990	69022223.8	02/22/2010
P077-IT-EPT1	Italy	GRANTED	02/22/1990	EP0464040	02/22/2010
P077-SE-EPT1	Sweden	GRANTED	02/22/1990	EP0464040	02/22/2010
P077-GB-EPT	United Kingdom	GRANTED	02/22/1990	EP0464040	02/22/2010
P077-AU-PCT	Australia	GRANTED	02/22/1990	640639	02/22/2010

WATER-SOLUBLE DELIVERY SYSTEMS FOR HYDROPHOBIC LIQUIDS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P077-US-PCT	UNITED STATES OF AMERICA	GRANTED	10/30/1992	5,370,881	10/30/2012
P077-AU-PCT1	Australia	GRANTED	10-30-1992	661081	10/30/2012
P077-CA-PCT	Canada	GRANTED	10-30-1992	2,099,493	10/30/2012
P077-JP-PCT	Japan	GRANTED	10-30-1992	3706129	10/30/2012
P077-FR-EPT2	France	GRANTED	10-30-1992	EPO565706	10/30/2012
P077-DE-EPT2	Germany	GRANTED	10-30-1992	69217200.9	10/30/2012
P077-IE-EPT	Ireland	GRANTED	10-30-1992	EPO565706	10/30/2012
P077-IT-EPT2	Italy	GRANTED	10-30-1992	0565706	10/30/2012
P077-GB-EPT1	United Kingdom	GRANTED	10-30-1992	EPO565706	10/30/2012

SACHARIDE-BASED MATRIX

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P077-US-CIP14	UNITED STATES OF AMERICA	GRANTED	01/07/1998	6,337,082	25/11/2011

SELF-BINDING SHEARFORM COMPOSITIONS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P079-US-NP	UNITED STATES OF AMERICA	GRANTED	08/20/1997	5,840,334	8/20/2017
P079-US-CIP	UNITED STATES OF AMERICA	GRANTED	06/19/1998	5,980,941	8/20/2017
P079-CA-PCT	CANADA	GRANTED	07/28/1998	2,301,176	7/28/2018

PROCESS FOR FORMING CHEWABLE QUICKLY DISPERSING COMESTIBLE UNIT AND PRODUCT THEREFROM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P080-US-CIP3	UNITED STATES OF AMERICA	GRANTED	06/16/1998	5,935,600	10/7/2013

APPARATUS AND PROCESS FOR STRENGTHENING LOW DENSITY COMPRESSION DOSAGE UNITS AND PRODUCT THEREFROM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P080-US-DIV1	UNITED STATES OF AMERICA	GRANTED	11/05/1996	5,728,400	10/7/2013

DELIVERY OF CONTROLLED-RELEASE SYSTEM(S)

Case Reference	Country	Current Status	Application / Grant Number	Expiration
P080-US-DIV2	UNITED STATES OF AMERICA	GRANTED	5,851,552	12/24/2013

PROCESS AND APPARATUS FOR MAKING RAPIDLY DISSOLVING DOSAGE UNITS AND PRODUCT THEREFROM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P080-DE-EPT	GERMANY	GRANTED	06/06/1995	69527711.1	6/6/2015
P080-FR-EPT	FRANCE	GRANTED	06/06/1995	EP0764019	6/6/2015
P080-GB-EPT	UNITED KINGDOM	GRANTED	06/06/1995	EP0764019	6/6/2015
P080-IT-EPT	ITALY	GRANTED	06/06/1995	EP0764019	6/6/2015
P080-JP-PCT	Japan	Office Action Response Due on 02-04-2009	06/06/1995	8-502310	6/6/2015
P080-MX-PCT	MEXICO	GRANTED	06/06/1995	966373	6/6/2015
P080-US-CNT	UNITED STATES OF AMERICA	GRANTED	05/23/1996	5,622,719	10/07/2013

SACHET FORMULATIONS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P082-US-NP	UNITED STATES OF AMERICA	GRANTED	10-30-1998	6,270,804	4/3/2018
P082-CA-PCT	CANADA	GRANTED	12/16/1998	2,326,975	12/16/2018
P082-DE-EPT	GERMANY	GRANTED	12/16/1998	69805443.1	12/16/2018
P082-FR-EPT	FRANCE	GRANTED	12/16/1998	EP1066032	12/16/2018
P082-GB-EPT	UNITED KINGDOM	GRANTED	12/16/1998	EP1066032	12/16/2018
P082-IE-EPT	IRELAND	GRANTED	12/16/1998	EP1066032	12/16/2018
P082-IT-EPT	ITALY	GRANTED	12/16/1998	EP1066032	12/16/2018

BIODEGRADABLE CONTROLLED RELEASE MELT-SPUN DELIVERY SYSTEM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P083-US-NP	UNITED STATES OF AMERICA	GRANTED	06/03/1992	5,518,730	5/21/2013
P083-DE-EPT	GERMANY	GRANTED	06/02/1993	69332210.1	6/2/2013
P083-FR-EPT	FRANCE	GRANTED	06/02/1993	EP0746342	6/2/2013
P083-GB-EPT	UNITED KINGDOM	GRANTED	06/02/1993	EP0746342	6/2/2013
P083-IE-EPT	IRELAND	GRANTED	06/02/1993	EP0746342	6/2/2013
P083-IT-EPT	ITALY	GRANTED	06/02/1993	EP0746342	6/2/2013
P083-JP-PCT	JAPAN	GRANTED	06/02/1993	3941878	6/2/2013

FLASH FLOW PROCESSING OF THERMOPLASTIC POLYMERS AND PRODUCTS MADE THEREFROM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P084-US-PCT	UNITED STATES OF AMERICA	GRANTED	05/13/1992	6,129,926	10/10/2017
P084-IT-EPT	ITALY	GRANTED	05/13/1992	EP0584228	5/13/2012

ENZYME SYSTEMS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P084-DE-EPT	GERMANY	GRANTED		69232721.5	5/13/2012
P084-FR-EPT	FRANCE	GRANTED		EP0584245	5/13/2012
P084-IT-EPT1	ITALY	GRANTED		EP0584245	5/13/2012

FLASH FLOW FORMED SOLLOID DELIVERY SYSTEMS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P085-DE-EPT	GERMANY	GRANTED	06/30/1995	69530082.2	6/30/2015
P085-FR-EPT	FRANCE	GRANTED	06/30/1995	EP0766514	6/30/2015
P085-GB-EPT	UNITED KINGDOM	GRANTED	06/30/1995	EP0766514	6/30/2015
P085-IE-EPT	IRELAND	GRANTED	06/30/1995	EP0766514	6/30/2015
P085-CA-PCT	CANADA	GRANTED	06/30/1995	2,192,680	6/30/2015

FAST-DISSOLVING COMESTIBLE UNITS FORMED UNDER HIGH-SPEED/HIGH-PRESSURE CONDITIONS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P087-US-CIP	UNITED STATES OF AMERICA	GRANTED	09/12/1998	6,048,541	8/20/2017
P087-US-NP1	UNITED STATES OF AMERICA	GRANTED	08/20/1997	5,869,098	8/20/2017

DOSAGE FORMS CONTAINING TASTE MASKED ACTIVE AGENTS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P087-US-CPA	UNITED STATES OF AMERICA	GRANTED	10/30/1998	6,165,512	10/30/2018
P087-CA-PCT	Canada	Pending	10/26/1999	2348451	10/26/2019
P087-DE-EPT	GERMANY	GRANTED	10/26/1999	69934135.3	10/26/2019
P087-ES-EPT	SPAIN	GRANTED	10/26/1999	EP1124540	10/26/2019
P087-FR-EPT	FRANCE	GRANTED	10/26/1999	EP1124540	10/26/2019
P087-GB-EPT	GREAT BRITAIN	GRANTED	10/26/1999	EP1124540	10/26/2019
P087-IE-EPT	IRELAND	GRANTED	10/26/1999	EP1124540	10/26/2019
P087-IT-EPT	ITALY	GRANTED	10/26/1999	EP1124540	10/26/2019

APPARATUS FOR MELT SPINNING FEEDSTOCK MATERIAL HAVING A FLOW RESTRICTING RING

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P093-US-NP	UNITED STATES OF AMERICA	GRANTED	05/12/1997	5,834,033	5/12/2017
P093-CA-PCT	CANADA	GRANTED	05/04/1998	2,287,374	5/4/2018

METHOD OF PREPARING MESOMORPHIC SUGAR PRODUCTS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P092-US-NP	UNITED STATES OF AMERICA	GRANTED	09/12/1997	6,132,797	9/12/2017
P092-DE-EPT	GERMANY	GRANTED	06/30/1998	6819169.2	6/30/2018
P092-ES-EPT	SPAIN	GRANTED	06/30/1998	EP1003918	6/30/2018
P092-FR-EPT	FRANCE	GRANTED	06/30/1998	EP1003918	6/30/2018
P092-GB-EPT	UNITED KINGDOM	GRANTED	06/30/1998	EP1003918	6/30/2018
P092-IE-EPT	IRELAND	GRANTED	06/30/1998	EP1003918	6/30/2018
P092-IT-EPA	ITALY	GRANTED	06/30/1998	EP1003918	6/30/2018

METHOD FOR FLASH FLOW PROCESSING HAVING FEED RATE CONTROL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P094-US-DIV	UNITED STATES OF AMERICA	GRANTED	04/08/1994	5,520,859	10/07/2013

APPARATUS FOR MELT SPINNING FEEDSTOCK MATERIAL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P096-US-NP	UNITED STATES OF AMERICA	GRANTED	07/10/1998	6,116,880	7/10/2018

SPINNER HEAD HAVING FLOW RESTRICTING INSERTS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P073-US-NP	UNITED STATES OF AMERICA	GRANTED	06/13/1997	5,851,454	6/13/2017
P073-CA-PCT	CANADA	GRANTED	05/28/1998	2290692	5/28/2018
P073-DE-EPT	GERMANY	GRANTED	05/28/1998	69826464.9	5/28/2018
P073-ES-EPT	SPAIN	GRANTED	05/28/1998	EP0987954	5/28/2018
P073-FR-EPT	FRANCE	GRANTED	05/28/1998	EP0987954	5/28/2018
P073-GB-EPT	UNITED KINGDOM	GRANTED	05/28/1998	EP0987954	5/28/2018
P073-IE-EPT	IRELAND	GRANTED	05/28/1998	EP0987954	5/28/2018
P073-IT-EPT	ITALY	GRANTED	05/28/1998	EP0987954	5/28/2018

SPINNER HEAD FOR FLASH FLOW PROCESSING

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P081-US-NP	UNITED STATES OF AMERICA	GRANTED	06/27/1994	5,445,769	6/27/2014
P081-CA-NP	CANADA	GRANTED	06/21/1995	2152297	6/21/2015
P081-DE-EPA	GERMANY	GRANTED	06/21/1995	69511955.9	6/21/2015
P081-FR-EPA	FRANCE	GRANTED	06/21/1995	EP0690154	6/21/2015
P081-GB-EPA	UNITED KINGDOM	GRANTED	06/21/1995	EP0690154	6/21/2015
P081-IE-EPA	IRELAND	GRANTED	6/21/1995	EP0690154	6/21/2015
P081-IT-EPA	ITALY	GRANTED	06/21/1995	EP0690154	6/21/2015
P081-NL-EPA	NETHERLANDS	GRANTED	06/21/1995	EP0690154	6/21/2015
P081-SE-EPA	SWEDEN	GRANTED	06/21/1995	EP0690154	6/21/2015

METHOD OF PREPARING A DOSAGE UNIT BY DIRECT TABLETING AND PRODUCT THEREFROM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P086-US-CIP	UNITED STATES OF AMERICA	GRANTED	04/29/1996	6,083,430	10/28/2014

LIQUIFLASH PARTICLES AND METHOD OF MAKING SAME

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P086-US-NP	UNITED STATES OF AMERICA	GRANTED	10/28/1994	5,683,720	11/4/2014
P086-CA-NP	CANADA	GRANTED	10/23/1995	2,161,203	10/23/2015
P086-DE-EPA	GERMANY	GRANTED	10/23/1995	69256709.4	10/26/2015
P086-FR-EPA	FRANCE	GRANTED	10/23/1995	EP0709086	10/26/2015
P086-GB-EPA	UNITED KINGDOM	GRANTED	10/23/1995	EP0709086	10/26/2015
P086-IE-EPA	IRELAND	GRANTED	10/23/1995	EP0709086	10/26/2015
P086-IT-EPA	ITALY	GRANTED	10/23/1995	EP0709086	10/26/2015
P086-JP-NP	JAPAN	GRANTED	10/23/1995	4149527	10/26/2015
P086-MX-NP	MEXICO	GRANTED	10/23/1995	954560	10/30/2015

DOSAGE FORMS HAVING IMPROVED RELEASE PROPERTIES

Case Reference	Country	Current Status	Application / Grant Number	Expiration
P089-JP-PCT	Japan	Pending	11-521863	6/4/2019

FATTY ESTER COMBINATIONS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P105-US-NP	UNITED STATES OF AMERICA	GRANTED	08/12/1998	6,117,452	8/12/2018

EXTERNALLY HEATED MATERIAL PROCESSING APPARATUS AND METHOD

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P107-US-NP	UNITED STATES OF AMERICA	GRANTED	11/07/1997	5,939,120	11/7/2017

QUICK DISSOLVE COMPOSITIONS AND TABLETS BASED THEREON

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P058-US-CIP	United States Of America	Pending	06/21/2002	10/176,135 <i>Published</i> 20030124184 A1	10/27/2018
P058-AU-PCT	Australia	GRANTED	06/23/2003	2003243696	6/23/2023
P058-CA-PCT	Canada	Pending	06/23/2003	2490365	6/23/2023
P058-EP-EPT	European Procedure (Patents)	Pending	06/23/2003	3761197.7	6/23/2023
P058-IN-PCT	India	Pending	06/23/2003	2006/KOLNP/2004	6/23/2023
P058-JP-PCT	Japan	Pending	06/23/2003	2004-516037	6/23/2023
P058-MX-PCT	Mexico	GRANTED	06/23/2003	252519	6/23/2023
P058-NZ-PCT	New Zealand	Pending	06/23/2003	537744	6/23/2023

MULTIPARTICULATE OSMOTIC DELIVERY SYSTEM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P140-US-NP	UNITED STATES OF AMERICA	Pending	06/26/2007	11/768,764 <i>Published</i> 2009-0004281	26 Jun 2027

SOLID COMPOSITIONS CONTAINING POLYETHYLENE OXIDE AND AN ACTIVE INGREDIENT

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P065-US-CIP	UNITED STATES OF AMERICA	GRANTED	07/22/1998	6,048,547	4/15/2016
P065-US-CNT	UNITED STATES OF AMERICA	GRANTED	10/14/1997	6,117,453	4/15/2016
P065-US-CIP2	UNITED STATES OF AMERICA	GRANTED	05/26/2000	6,348,469	4/15/2016

SUSTAINED RELEASE PHARMACEUTICAL COMPOSITION FREE OF FOOD EFFECT AND A METHOD FOR ALLEVIATING FOOD EFFECT IN DRUG RELEASE

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P091-US-NP	UNITED STATES OF AMERICA	GRANTED	05/26/2000	6,386,628	5/26/2020
P091-CH-EPA	SWITZERLAND	GRANTED	05/15/2001	EP1157690	5/15/2021
P091-DE-EPA	GERMANY	GRANTED	05/15/2001	EP1157690	5/15/2021
P091-ES-EPA	SPAIN	GRANTED	05/15/2001	EP1157690	5/15/2021
P091-FR-EPA	FRANCE	GRANTED	05/15/2001	EP1157690	5/15/2021
P091-GB-EPA	UNITED KINGDOM	GRANTED	05/15/2001	EP1157690	5/15/2021
P091-IE-EPA	IRELAND	GRANTED	05/15/2001	EP1157690	5/15/2021
P091-IT-EPA	ITALY	GRANTED	05/15/2001	EP1157690	5/15/2021

ULCER PREVENTION METHOD USING A MELT-SPUN HYDROGEL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P075-US-PCT	UNITED STATES OF AMERICA	GRANTED	12/16/1992	5,622,717	04/22/2014
P075-CA-PCT	CANADA	GRANTED	12/16/1992	2125597	12/16/2012
P075-DE-EPT	GERMANY	GRANTED	12/16/1992	69231281.1	12/16/2012
P075-DK-EPT	DENMARK	GRANTED	12/16/1992	EP0661966	12/16/2012
P075-IE-EPT	IRELAND	GRANTED	12/16/1992	EP0661966	12/16/2012
P075-IT-EPT	ITALY	GRANTED	12/16/1992	EP0661966	12/16/2012
P075-JP-PCT	JAPAN	GRANTED	12/16/1992	2005-511188	12/16/2012

CONTROLLED RELEASE COMPOSITIONS AND METHODS FOR THE TREATMENT OF HYPERLIPIDEMIA

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P076-US-NP	UNITED STATES OF AMERICA	GRANTED	07/20/1998	6,090,830	7/20/2018
P076-CA-PCT	Canada	GRANTED	07/20/1998	2273298	7/20/2018
P076-CH-EPT	SWITZERLAND	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-DE-EPT	GERMANY	GRANTED	07/20/1998	69827777.5	7/20/2018
P076-ES-EPT	SPAIN	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-FR-EPT	FRANCE	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-GB-EPT	UNITED KINGDOM	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-IE-EPT	Ireland	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-IT-EPT	ITALY	GRANTED	07/20/1998	EP0969838	7/20/2018

IMMEDIATE RELEASE DOSAGE FORMS CONTAINING MICROSPHERES

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P090-US-NP	UNITED STATES OF AMERICA	GRANTED	10/07/1997	6,013,280	10/7/2017
P090-CA-PCT	CANADA	GRANTED	09/28/1998	2,273,272	9/28/2018
P090-JP-PCT	Japan	Pending	09/28/1998	11-521930	9/28/2018
P090-MX-PCT	MEXICO	GRANTED	09/28/1998	995210	9/28/2018

STORAGE STABLE AMOXYCILLIN AND CLAVULANATE SUSPENSION COMPOSITION

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P104-US-NP	UNITED STATES OF AMERICA	GRANTED	05/04/1999	6,066,629	5/4/2019

SUSTAINED RELEASE PHARMACEUTICAL MATRIX TABLET OF PHARMACEUTICALLY ACCEPTABLE SALTS OF DICLOFENAC AND PROCESS FOR PREPARATION THEREOF

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P111-US-CNT	UNITED STATES OF AMERICA	GRANTED	08/31/2001	6,509,037	4/4/2017
P111-US-NP	UNITED STATES OF AMERICA	GRANTED	04/03/1998	6,312,724	4/4/2017

SUSTAINED-RELEASE MICROGRANULES CONTAINING DILTIAZEM AS THE ACTIVE PRINCIPLE

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P138-US-CNT2	UNITED STATES OF AMERICA	GRANTED	12/03/2001	6,660,296	23 DEC 2016
P138-US-CNT	UNITED STATES OF AMERICA	GRANTED	01/11/2001	6,383,516	23 DEC 2016
P138-US-PCT	UNITED STATES OF AMERICA	GRANTED	12/23/1996	6,228,395	23 DEC 2016

CHRONOTHERAPEUTIC DILTIAZEM FORMULATIONS AND THE ADMINISTRATION THEREOF

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P051-US-NP	United States Of America	GRANTED	09/09/2003	7,348,028	09/09/2023

PROCESS AND APPARATUS FOR PRODUCING SHEARFORM MATRIX MATERIAL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P078-US-NP	UNITED STATES	GRANTED	09/28/1998	6,171,607	09/28/2018
P078-CA-PCT	Canada	Pending	09/27/1999	2,350,318	09/27/2019
P078-CH-EPT	SWITZERLAND	GRANTED	09/27/1999	EP1123009	09/27/2019
P078-DE-EPT	GERMANY	GRANTED	09/27/1999	69930139.4	09/27/2019
P078-ES-EPT	SPAIN	GRANTED	09/27/1999	EP1123009	09/27/2019
P078-FR-EPT	FRANCE	GRANTED	09/27/1999	EP1123009	09/27/2019
P078-GB-EPT	GREAT BRITIAN	GRANTED	09/27/1999	EP1123009	09/27/2019
P078-IE-EPT	IRELAND	GRANTED	09/27/1999	EP1123009	09/27/2019
P078-IT-EPT	ITALY	GRANTED	09/27/1999	EP1123009	09/27/2019

METHOD AND APPARATUS FOR FORMING AN ENCAPSULATED PRODUCT MATRIX

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P097-US-NP	UNITED STATES OF AMERICA	GRANTED	05/10/1999	6,224,939	5/10/2019

SYSTEM FOR RENDERING SUBSTANTIALLY NON-DISSOLUBLE BIO-AFFECTING AGENTS BIO-AVAILABLE

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P099-US-CIP1	UNITED STATES OF AMERICA	GRANTED	08/21/1998	6,391,338	9/7/2015

DRUG DELIVERY SYSTEMS UTILIZING LIQUID CRYSTAL STRUCTURES

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P036-US-NP	UNITED STATES OF AMERICA	GRANTED	11/21/1997	5,891,845	11/21/2017
P036-CA-PCT	CANADA	GRANTED	11/03/1998	2,309,836	11/3/2018
P036-DE-EPA	GERMANY	GRANTED	11/03/1998	EP1032373	11/3/2018
P036-ES-EPA	SPAIN	GRANTED	11/03/1998	EP1032373	11/3/2018
P036-FR-EPA	FRANCE	GRANTED	11/03/1998	EP1032373	11/3/2018
P036-GB-EPA	UNITED KINGDOM	GRANTED	11/03/1998	EP1032373	11/3/2018
P036-IE-EPA	IRELAND	GRANTED	11/03/1998	EP1032373	11/3/2018

SCHEDULE 1.1(B)

PERMITTED LIENS

- Pursuant to an Asset Purchase and License Agreement dated December 1, 2005, Assignor granted to NTI Holdings Corp. (“NTI”) an exclusive, irrevocable, perpetual, fully-paid, royalty-free license, with the right to sublicense or transfer to a company under common control with NTI, under the Patents listed in Schedule 2.4 (the “Licensed Patents”) to use, have used, make, have made, import and have imported products solely in the field of food, food additives and dietary supplements for use in humans, as said terms are defined for use in humans in the Federal Food, Drug and Cosmetic Act (the “Field”). Assignee further grants to Assignor a non-exclusive, irrevocable, perpetual, fully-paid, royalty-free license, with the right to sublicense or transfer to another Person, under the Licensed Patents, to use, have used, make, have made, import or have imported products solely in the field of over-the-counter antacids.
- Kos Pharmaceuticals (now Abbott Laboratories) co-owns the Patents set out in Schedule 1.1(c).
- Pursuant to a Development, License and Supply Agreement dated April 1, 2002, Assignor had granted to Merck & Co. (“Merck”) an exclusive, sublicensable license in the Patents listed on Schedule 1.1(d) and a non-exclusive, royalty-free license in the Trademark listed on Schedule 1.1(d), in each case for any use in treating or preventing a disease or its symptoms, on a worldwide basis. Pursuant to a letter dated April 7, 2009, sent by Assignor and agreed to and acknowledged by signature of Merck, the parties agreed to terminate the Development, License and Supply Agreement, including the licenses granted to Merck by Assignor thereunder.

SCHEDULE 1.1(C)**KOS PATENTS****CONTROLLED RELEASE COMPOSITIONS AND METHODS FOR THE TREATMENT OF
HYPERLIPIDEMIA**

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P076-US-NP	UNITED STATES OF AMERICA	GRANTED	07/20/1998	6,090,830	7/20/2018
P076-CA-PCT	Canada	GRANTED	07/20/1998	2273298	7/20/2018
P076-CH-EPT	SWITZERLAND	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-DE-EPT	GERMANY	GRANTED	07/20/1998	69827777.5	7/20/2018
P076-ES-EPT	SPAIN	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-FR-EPT	FRANCE	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-GB-EPT	UNITED KINGDOM	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-IE-EPT	Ireland	GRANTED	07/20/1998	EP0969838	7/20/2018
P076-IT-EPT	ITALY	GRANTED	07/20/1998	EP0969838	7/20/2018

SCHEDULE 1.1(D)**MERCK LICENSED INTELLECTUAL PROPERTY****1. Patents****FAST-DISSOLVING COMESTIBLE UNITS FORMED UNDER HIGH-SPEED/HIGH-PRESSURE CONDITIONS**

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P087-US-NP1	UNITED STATES OF AMERICA	GRANTED	08/20/1997	5,869,098	8/20/2017

LIQUIFLASH PARTICLES AND METHOD OF MAKING SAME

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P086-US-NP	UNITED STATES OF AMERICA	GRANTED	10/28/1994	5,683,720	11/4/2014
P086-CA-NP	CANADA	GRANTED	10/23/1995	2,161,203	10/23/2015
P086-DE-EPA	GERMANY	GRANTED	10/23/1995	69256709.4	10/26/2015
P086-FR-EPA	FRANCE	GRANTED	10/23/1995	EP0709086	10/26/2015
P086-GB-EPA	UNITED KINGDOM	GRANTED	10/23/1995	EP0709086	10/26/2015
P086-IE-EPA	IRELAND	GRANTED	10/23/1995	EP0709086	10/26/2015
P086-IT-EPA	ITALY	GRANTED	10/23/1995	EP0709086	10/26/2015
P086-JP-NP	JAPAN	GRANTED	10/23/1995	4149527	10/26/2015
P086-MX-NP	MEXICO	GRANTED	10/23/1995	954560	10/30/2015

METHOD OF PREPARING A DOSAGE UNIT BY DIRECT TABLETING AND PRODUCT THEREFROM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P086-US-CIP	UNITED STATES OF AMERICA	GRANTED	04/29/1996	6,083,430	10/28/2014

FATTY ESTER COMBINATIONS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P105-US-NP	UNITED STATES OF AMERICA	GRANTED	08/12/1998	6,117,452	8/12/2018

EXTERNALLY HEATED MATERIAL PROCESSING APPARATUS AND METHOD

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P107-US-NP	UNITED STATES OF AMERICA	GRANTED	11/07/1997	5,939,120	11/7/2017

SPINNER HEAD HAVING FLOW RESTRICTING INSERTS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P073-US-NP	UNITED STATES OF AMERICA	GRANTED	06/13/1997	5,851,454	6/13/2017
P073-CA-PCT	CANADA	GRANTED	05/28/1998	2290692	5/28/2018
P073-DE-EPT	GERMANY	GRANTED	05/28/1998	69826464.9	5/28/2018
P073-ES-EPT	SPAIN	GRANTED	05/28/1998	EP0987954	5/28/2018
P073-FR-EPT	FRANCE	GRANTED	05/28/1998	EP0987954	5/28/2018
P073-GB-EPT	UNITED KINGDOM	GRANTED	05/28/1998	EP0987954	5/28/2018
P073-IE-EPT	IRELAND	GRANTED	05/28/1998	EP0987954	5/28/2018
P073-IT-EPT	ITALY	GRANTED	05/28/1998	EP0987954	5/28/2018

METHOD AND APPARATUS FOR SPINNING FEEDSTOCK MATERIAL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P074-US-NP	UNITED STATES OF AMERICA	GRANTED	10/28/1994	5,458,823	10/28/2014
P074-CA-NP	CANADA	GRANTED	10/23/1995	2161204	10/23/2015
P074-DE-EPA	GERMANY	GRANTED	10/23/1995	69525215.1	10/23/2015
P074-FR-EPA	FRANCE	GRANTED	10/23/1995	EP0709035	10/23/2015
P074-GB-EPA	UNITED KINGDOM	GRANTED	10/23/1995	EP0709035	10/23/2015
P074-IT-EPA	ITALY	GRANTED	10/23/1995	EP0709035	10/23/2015
P074-JP-DIV	JAPAN	GRANTED	10/23/1995	4117324	10/30/2015
P074-JP-NP	JAPAN	GRANTED	10/23/1995	7-281771	10/23/2015

2. Trademarks:

“CEFORM”

Case Reference	Country	Current Status	Filing Date	Registration No.	Registration Date
T099-EU-CTM	European Union	Registration	07/30/1998	000892398	01/20/2001

SCHEDULE 2.4
LICENSED PATENTS

APPARATUS FOR MELT SPINNING FEEDSTOCK MATERIAL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P096-US-NP	UNITED STATES OF AMERICA	GRANTED	07/10/1998	6,116,880	7/10/2018

SPINNER HEAD HAVING FLOW RESTRICTING INSERTS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P073-US-NP	UNITED STATES OF AMERICA	GRANTED	06/13/1997	5,851,454	6/13/2017

LIQUIFLASH PARTICLES AND METHOD OF MAKING SAME

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P086-US-NP	UNITED STATES OF AMERICA	GRANTED	10/28/1994	5,683,720	11/4/2014

SACCHARIDE-BASED MATRIX

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P077-US-DIV7	UNITED STATES OF AMERICA	GRANTED	06/07/1995	5,709,876	1/20/2015

ULCER PREVENTION METHOD USING A MELT-SPUN HYDROGEL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P075-US-PCT	UNITED STATES OF AMERICA	GRANTED	12/16/1992	5,622,717	04/22/2014

METHOD AND APPARATUS FOR SPINNING FEEDSTOCK MATERIAL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P074-US-NP	UNITED STATES OF AMERICA	GRANTED	10/28/1994	5,458,823	10/28/2014

METHOD OF PREPARING A DOSAGE UNIT BY DIRECT TABLETING AND PRODUCT THEREFROM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P086-US-CIP	UNITED STATES OF AMERICA	GRANTED	04/29/1996	6,083,430	10/28/2014

METHOD OF PREPARING MESOMORPHIC SUGAR PRODUCTS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P092-US-NP	UNITED STATES OF AMERICA	GRANTED	09/12/1997	6,132,797	9/12/2017

RAPIDLY DISPERSABLE COMPOSITIONS CONTAINING POLYDEXTROSE

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P077-US-CIP12	UNITED STATES OF AMERICA	GRANTED	09/10/1993	5,501,858	3/26/2013

METHOD FOR FLASH FLOW PROCESSING HAVING FEED RATE CONTROL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P094-US-DIV	UNITED STATES OF AMERICA	GRANTED	04/08/1994	5,520,859	10/07/2013

PROCESS FOR FORMING CHEWABLE QUICKLY DISPERSING COMESTIBLE UNIT AND PRODUCT THEREFROM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P080-US-CIP3	UNITED STATES OF AMERICA	GRANTED	06/16/1998	5,935,600	10/7/2013

BIODEGRADABLE CONTROLLED RELEASE MELT-SPUN DELIVERY SYSTEM

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P083-US-NP	UNITED STATES OF AMERICA	GRANTED	06/03/1992	5,518,730	5/21/2013

WATER-SOLUBLE DELIVERY SYSTEMS FOR HYDROPHOBIC LIQUIDS

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P077-US-PCT	UNITED STATES OF AMERICA	GRANTED	10/30/1992	5,370,881	10/30/2012

PROCESS AND APPARATUS FOR PRODUCING SHEARFORM MATRIX MATERIAL

Case Reference	Country	Current Status	Filing Date	Application / Grant Number	Expiration
P078-US-NP	UNITED STATES	GRANTED	09/28/1998	6,171,607	09/28/2018

EXHIBIT C
PARENT GUARANTY

See attached.