

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bill of Sale and Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Aventis Holdings Inc.	12/31/2008
RECEIVING PARTY DATA	
Name:	AVENTISUB INC.
Street Address:	3711 Kennett Pike
Internal Address:	Suite 200
City:	Greenville
State/Country:	DELAWARE
Postal Code:	19807
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11033693
CORRESPONDENCE DATA	
Fax Number:	(908)231-2626
Phone:	908-231-2597
Email:	USPatent.E-Filing@sanofi.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	J. Darrell Fontenot
Address Line 1:	1041 Route 202-206
Address Line 2:	Mail Code: D303-A
Address Line 4:	Bridgewater, NEW JERSEY 08807
ATTORNEY DOCKET NUMBER:	USHMR2047USCNT1
NAME OF SUBMITTER:	Robin J. Inman
Total Attachments: 4 source=Bill of Sale-Assignment AHI to ASUB II#page1.tif source=Bill of Sale-Assignment AHI to ASUB II#page2.tif source=Bill of Sale-Assignment AHI to ASUB II#page3.tif source=Bill of Sale-Assignment AHI to ASUB II#page4.tif	

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PATENT  
REEL: 026938 FRAME: 0251

## **BILL OF SALE AND ASSIGNMENT**

**[Step 3]**

**BILL OF SALE AND ASSIGNMENT**, dated as of December 31, 2008 (the "Effective Date"), by and between AVENTIS HOLDINGS INC., a corporation organized under the laws of the State of Delaware and AVENTISUB II INC., a corporation organized under the laws of the State of Delaware ("Transferee").

**Section 1.** This Bill of Sale and Assignment is executed pursuant to the terms and conditions of that certain Contribution Agreement entered into as of the date hereof by and between Transferor and Transferee (the "Agreement"), whereby, among other things, Transferor agreed to contribute, assign, transfer, convey and deliver to Transferee, and Transferee agreed to accept from Transferor, the Transferred Assets. All capitalized terms used herein which are not otherwise defined shall have the meaning set forth in the Agreement.

**Section 2.** In consideration of the premises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Transferor does hereby contribute, assign, transfer, convey and deliver to Transferee, and Transferee hereby accepts from Transferor, all of Transferor's right, title and interest in, to and under the Transferred Assets, free and clear of all liens and encumbrances, and without recourse, representation or warranty, except as otherwise expressly provided in the Agreement; provided, however, that any contribution, assignment, transfer, conveyance or delivery of any right, title and interest in, to and under any Transferred Asset which is a contract, shall be subject to any required consent of a third party or licensor thereof (which consent has not previously been obtained) if an attempted contribution, assignment, transfer, conveyance or delivery of such contract would constitute a breach, default or violation or other contravention of, or with respect to, such contract.

**Section 3.** This Bill of Sale and Assignment is effective as of the Effective Date.

**Section 4.** This Bill of Sale and Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that neither party shall assign this Bill of Sale and Assignment without the prior written consent of the other party thereto.

**Section 5.** No amendment to any provision of this Bill of Sale and Assignment shall be effective unless it is in writing and signed by Transferor and Transferee, and no waiver of any provision of this Bill of Sale and Assignment, and no consent to any departure by the parties therefrom, shall be effective other than in specific instance and for the specific purpose for which given.

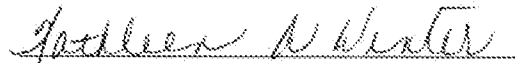
**Section 6.** If any provision or portion of this Bill of Sale and Assignment shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Bill of Sale and Assignment shall not be affected thereby.

**Section 7.** This Bill of Sale and Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 8.** This Bill of Sale shall be governed by and construed in accordance with the substantive laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

**IN WITNESS WHEREOF**, Transferor and Transferee have caused this Bill of Sale and Assignment to be duly executed and delivered by their authorized officers as of the date first written above.

**AVENTIS HOLDINGS INC**



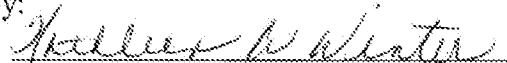
Name: Kathleen A. Winter,  
Title: President

By:

\_\_\_\_\_  
Name: Andrea Q. Ryan  
Title: Authorized Signatory

**AVENTISUB II INC.**

By:



Name: Kathleen A. Winter,  
Title: President

By:

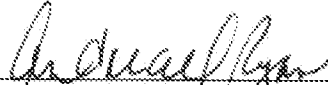
\_\_\_\_\_  
Name: Andrea Q. Ryan  
Title: Authorized Signatory

**IN WITNESS WHEREOF**, Transferor and Transferee have caused this Bill of Sale and Assignment to be duly executed and delivered by their authorized officers as of the date first written above.

**AVENTIS HOLDINGS INC**

\_\_\_\_\_  
Name: Kathleen A. Winter,  
Title: President

By:

  
\_\_\_\_\_  
Name: Andrea Q. Ryan  
Title: Authorized Signatory

**AVENTISUB II INC.**

By:

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Name: Kathleen A. Winter,  
Title: President

By:

  
\_\_\_\_\_  
Name: Andrea Q. Ryan  
Title: Authorized Signatory