501777382 01/05/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
L'Oreal	11/22/2011

RECEIVING PARTY DATA

Name:	AMSilk GmbH
Street Address:	Am Klopferspitz 19
City:	Planegg/Martinsried
State/Country:	GERMANY
Postal Code:	82152

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7148039

CORRESPONDENCE DATA

Fax Number: (801)321-4893 Phone: 8013214814

Email: mkrieger@kmclaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Michael Krieger

Address Line 1: 1800 Eagle Gate Tower

Address Line 2: 60 East South Temple

Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	19378.17
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NAME OF SUBMITTER: Michael F. Krieger

Total Attachments: 3

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ASSIGNMENT AGREEMENT

BY AND BETWEEN

L'Oréal, a French corporation with its registered office located at 14 rue Royale, 75008 Paris, France, represented by Mr. Laurent ATTAL, acting as Vice President Research & Innovation (hereafter "L'Oréal")

AND

AMSilk GmbH, a German corporation with its registered office located at Am Klopferspitz 19, 82152 Planegg/Martinsried, Germany, represented by Axel H. Leimer, acting as Managing Director (hereafter "AMSilk")

PREAMBLE

WHEREAS, as of the last date of signature below (the "Effective Date"), L'Oréal possesses the right, title and interest for and in an invention entitled "Cosmetic or dermatological composition containing at least one natural or recombinant spider silk or an analog" described in U.S. Patent No. 7148039 filed on July 9th 2004 and issued on December 12, 2006 (the "Patent").

WHEREAS, AMSilk is desirous of acquiring L'Oréal's entire right, title and interest in and to the Patent, including reissues and re-examinations (the "Rights"), subject to the reservations of rights set forth below;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS

1. For and in consideration of the sum of does hereby sell, assign, transfer and convey to AMSilk, its successors and assigns, L'Oréal's entire right, title and interest in and to the Rights in existence as of the Effective Date. The above amount will be payable upon execution hereof to L'Oréal's bank account identified in Exhibit 1 and the assignment shall be effective only upon receipt thereof.

5. Nothing herein shall be construed as an assignment of any rights of L'Oréal other than the Rights. AMSilk acknowledges that the assignment of the Rights provided hereunder does not include

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assignment of improvement inventions, related inventions, or other intellectual property or proprietary information that has been or is made by the inventors of the Invention or others at L'Oréal.

- 9. This agreement states the entire and complete understanding of the parties in relation to the subject matter of this Agreement. It replaces, supersedes and renders void any and all promises, arrangements or agreements between the parties with respect to the subject matter hereof, whether written or oral. It shall be modified and/or completed only by a written amendment.
- 10. If any provision of this agreement is or becomes in contradiction with applicable law, the remaining provisions shall not be affected.
- 11. This Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns. No party to this Agreement may assign this Agreement or its rights and obligations hereunder to any third party other than an affiliate. Assignments to affiliates shall only be subject to giving written notice of the assignment to the other party.
- 12. This Agreement shall not in any way constitute the parties as partners or joint venturers, principals or agents of each other, nor employers or employees of each other.
- 13. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be considered to have been duly given when (i) delivered by hand, (ii) sent by telecopier (with receipt confirmed), provided that a copy is mailed (on the same date) by registered or certified mail, return receipt requested, postage prepaid, or (iii) received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), or by first class certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses and telecopier numbers set forth below (or to such other

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In witness whereof, the parties have caused this agreement to be executed by their authorized officers on the respective dates hereinafter set forth.

Made in

L'OREAL

Name: Mr. Laurent ATTAL Title: Vice President Research & Innovation On 22

AMSILK GMBH

Name: Axel H. Leimer Title: Managing Director

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