

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2693189

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JR CHEM, LLC	11/01/2013
RECEIVING PARTY DATA	
Name:	OBAGI MEDICAL PRODUCTS, INC.
Street Address:	3760 KILROY AIRPORT WAY
City:	LONG BEACH
State/Country:	CALIFORNIA
Postal Code:	90806
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11986442
CORRESPONDENCE DATA	
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Address Line 1:	TWO EMBARCADERO CENTER
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ATTORNEY DOCKET NUMBER:	96115-001710US-896971
NAME OF SUBMITTER:	LISA FLANAGAN
Signature:	/Lisa Flanagan/
Date:	01/22/2014

Total Attachments: 21

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INTELLECTUAL PROPERTY SETTLEMENT AND PURCHASE AGREEMENT

This Intellectual Property Settlement and Purchase Agreement ("*Agreement*"), effective as of November 7, 2013 ("*Effective Date*"), is by and among Obagi Medical Products, Inc., a Delaware Corporation, having a place of business at 3760 Kilroy Airport Way, Long Beach, CA 90806 ("*OMP*") and JR Chem, LLC a Florida limited liability company and Jose Ramirez, an individual (together with JR Chem, LLC, collectively, "*JRChem*"). JRChem and OMP are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, JRChem and OMP were Parties to that certain Consultant Services and Confidentiality Agreement dated as of July 18, 2005, as supplemented as to Rohto Pharmaceutical Co. Ltd. by that certain Amendment and Addendum to Consultant Services and Confidentiality Agreement dated December 1, 2008 (collectively, the "*CSCA*");

WHEREAS, disputes arose between JRChem and OMP concerning ownership allocation and scope of intellectual property rights, payments under the CSCA, and other matters;

WHEREAS, JRChem and OMP entered into an Agreement to Meet and Confer Regarding Settlement, dated August 16, 2013 (the "*408 Agreement*"), in connection with Discussion Topics, as defined in the 408 Agreement;

WHEREAS, in order to settle any and all such existing disputes regarding the Discussion Topics, Intellectual Property, the CSCA, and any and all Intellectual Property stemming from or related to the CSCA, and any and all other disputes between the Parties, OMP wishes to purchase JRChem's Patents and JRChem wishes to sell, transfer, and assign JRChem Patents for a one-time lump sum payment, as detailed here;

NOW, THEREFORE, in consideration for the promises and performance of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. The following definitions are used in this Agreement:

"*Assets*" means all right, title, and interest in and to the Patents, Intellectual Property, and Technology.

"*Background IP*" means patents, other than Patents, issued and applied for, both foreign and domestic, invented by, owned by or licensed to JRChem or its affiliates on or prior to the Effective Date .

"*Closing Date*" means that date mutually agreed up by the Parties for the final consummation of obligations and payments hereunder, but no later a date than on or before November 1, 2013.

"*Encumbrance*" means any claim, charge, mortgage, security interest, lien, option, power of sale, hypothecation, retention of title, right of pre-emption, right of first refusal, license, covenant not to sue, undertaking given in respect of the future grant of a license, or other similar right or interest of any kind including, without limitation, any reduction, restriction or other limitation on any rights whether by agreement, court order or otherwise.

"*Intellectual Property*" means trade secrets, discoveries, improvements, know-how, research and development information, technical or other data or information, techniques, unpatented inventions, designs, drawings, procedures, processes, materials, methods, developments, formulations, whether or not patentable or copyrightable that JRChem purports to hold or control or purported to hold or control prior

to entering into this Agreement in connection with the services performed or products developed exclusively for OMP under the CSCA or that otherwise relate to OMP products that are covered by the Patents.

“*Patents*” means exclusively those specific issued patents and patent applications individually listed in Exhibit A, attached hereto.

[REDACTED]

“*Technology*” means any systems, compositions, and methods used with the Patents to create tangible products for re-sale.

2. ASSIGNMENTS AND LICENSE.

(a) Assignment of Acquired Assets. Upon receipt of the full Purchase Price, JRChem hereby sells, assigns, transfers, and conveys to OMP all right, title, and interest in and to the Patents and associated Technology (including all causes of action (whether known or unknown) relating to the Assets) and irrevocably surrenders all claims of ownership in the Patents, excluding in all such cases any and all JRChem Background IP. Upon execution of this Agreement by both Parties, JRChem shall promptly deliver one or more executed Patent Assignment Agreements in a form substantially as attached to this Agreement as Exhibit B or as further agreed to by the Parties (“*Assignments*”) as necessary to convey all right, title and interests in the Assets to OMP. Upon written notice from JRChem to OMP confirming that the full Purchase Price has been successfully received and accepted, the Assignments, as delivered to OMP, shall become operative without the need for any further writing by either party. Any conflict, difference or inconsistency between the terms of this Agreement and the Assignments shall be resolved in favor of this Agreement.

(b) Background IP – Representation and Warranty; Addition to Patents; and Future Licensing

- (1) JRChem represents and warrants that the Background IP does not cover any of the products developed under or that incorporates or may incorporate Technology developed exclusively for OMP under the CSCA, including, without limitation, products sold by OMP or its affiliates before September 1, 2011 (a period agreed by the Parties to encompass approximately a one (1) year period following termination of the CSCA)(the “*Covered Period*”), under the trademarks or tradenames of ELASTIderm, CLENZIderm, Rosaclear, Obagi C-RX System, or Nu-Derm.
- (2) For one year after the Effective Date, in the event that a patent in the JRChem Background IP portfolio is determined to: (i) include one or more claims that cover OMP products in existence and offered for sale to the public prior to end of the Covered Period; or (ii) incorporate or may incorporate Technology developed exclusively for OMP during the term of the CSCA then such patent will be added to Patents according to the following procedure. In the event that either Party believes Background IP meeting the preceding requirements should be added to Patents it will promptly notify the other Party

in writing. Following such notice, if there is a disagreement between the Parties concerning whether a patent in the Background IP should be added to Patents the Parties will, within thirty (30) days from receipt of the written notice, appoint mutually agreeable patent counsel to evaluate the issue and to promptly make a binding determination. Thereafter, if patent counsel determines the specific Background IP should be added to the Patents, the Parties will reasonably cooperate in affecting transfer, including any filings or other necessary documentation or paperwork. The charges, fees and expenses of any appointed mutually agreed upon patent counsel, as well as those reasonable and customary expenses associated with the transfer and perfection of any Background IP added to the Patents under this Sec. 2(b)(2) ("**Background IP Costs**"), shall be at OMP's sole cost. For the avoidance of doubt, OMP shall not be required to pay any additional consideration in connection with any patent transferred pursuant to this Sec. 2(b)(2), either as part of Background IP Costs or otherwise.

- (3) For one year after the Effective Date, any Background IP that is necessary to produce OMP products directly derived from the above listed products or Technology that were modified after the Covered Period in a fashion that includes reasonably foreseeable changes to such products or Technology will promptly, following request from OMP, become the subject of good faith negotiations between the Parties with regard to, if possible, entering a mutually agreed upon license agreement of such Background IP (which shall reasonably conform to general industry licensing practices and terms).

For the avoidance of doubt, JRChem does not transfer to OMP under this Agreement or any Patent Assignment Agreement any rights to or under any patents not appearing on Schedule A that JRChem currently holds, has applied for, is developing, or may acquire or license after the Effective Date.

(c) No Further Rights. Upon JRChem's receipt and acceptance of the full Purchase Price, JRChem acknowledges that it shall have no rights, title, or interest in and will retain no claims to any rights, title or interest in the Assets.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, each of the parties has caused this Intellectual Property Settlement and Purchase Agreement to be executed by its duly authorized representatives.

OBAGI MEDICAL PRODUCTS, INC. By: <u>[Signature]</u> Name: <u>PRESIDENT RAMIN</u> Title: <u>PRESIDENT + GM</u> Date: <u>11/6/13</u>	JRCHEM: JR CHEM, LLC By: <u>[Signature]</u> Name: <u>JOSE E. RAMIREZ</u> Title: <u>OWNER</u> Date: <u>11/1/2013</u>
	JRCHEM: DR. JOSE RAMIREZ, PH.D By: <u>[Signature]</u> Name: <u>JOSE E RAMIREZ, PH.D</u> Date: <u>11/1/2013</u>

EXECUTION VERSION

EXHIBIT A

SCHEDULE OF PATENTS

[Subject to each Parties' verification and approval prior to execution]

Schedule A: Patents and Patent Applications Assigned to JR Chem LLC

	JR Chem Docket No.	Title	Country	Serial Number	Filing Date	Status	Assignee (Reel/Frame)
1.	1169-7	BENZOYL PEROXIDE COMPOSITIONS AND METHODS OF USE	U.S.	11/573,538	3/10/2006	Abandoned	JR CHEM, LLC (017692/0930)
2.	1169-7 PCT	BENZOYL PEROXIDE COMPOSITIONS AND METHODS OF USE	PCT	PCT/US06/08683	3/10/2006	Expired - National Phase Entered	JR CHEM, LLC (017692/0930)
3.	1169-7 PCT Australia	BENZOYL PEROXIDE COMPOSITIONS AND METHODS OF USE	Australia	2006223251	3/10/2006	Issued	JR CHEM, LLC
4.	1169-7 PCT Canada	BENZOYL PEROXIDE COMPOSITIONS AND METHODS OF USE	Canada	2600547	3/10/2006	Abandoned	JR CHEM, LLC
5.	1169-7 PCT EPO	BENZOYL PEROXIDE COMPOSITIONS AND METHODS OF USE	Europe	06737822.4	3/10/06	Abandoned	JR CHEM, LLC
6.	1169-7 PCT Japan	BENZOYL PEROXIDE COMPOSITIONS AND METHODS OF USE	Japan	2008-500980	3/10/2006	Abandoned	JR CHEM, LLC
7.	1169-7 PCT Korea	BENZOYL PEROXIDE COMPOSITIONS AND METHODS OF USE	Korea	2007-7020372	9/6/2007	Abandoned	JR CHEM, LLC
8.	1169-7 PCT Mexico	BENZOYL PEROXIDE COMPOSITIONS AND METHODS OF USE	Mexico	MX/a/2007/01088	9/6/2007	Issued #278232	JR CHEM, LLC
9.	1169-12	STABLE ORGANIC PEROXIDE COMPOSITIONS	U.S.	11/372,958	3/10/2006	Issued #7,390,431	JR CHEM, LLC
10.	1169-12 DIV	STABLE ORGANIC PEROXIDE COMPOSITIONS	U.S.	12/144,162	6/23/2008	Issued #7,560,119	JR CHEM, LLC (017684/0095)
11.	1169-12 DIV CIP	STABLE ORGANIC PEROXIDE COMPOSITIONS	U.S.	12/502,600	7/14/2009	Abandoned	JR CHEM, LLC (023206/0006)
12.	1169-12 PCT	STABLE ORGANIC PEROXIDE COMPOSITIONS	PCT	PCT/US06/08689	3/10/2006	Expired - National Phase Entered	JR CHEM, LLC (017684/0095)
13.	1169-12 PCT Canada	STABLE ORGANIC PEROXIDE COMPOSITIONS	Canada	2600762	3/10/2006	Issued #2,600,762	JR CHEM, LLC

Schedule A: Patents and Patent Applications Assigned to JR Chem LLC

JR Chem Docket No.	Title	Country	Serial Number	Filing Date	Status	Assignee (Reel/Frame)
14. 1169-12 PCT EPO	STABLE ORGANIC PEROXIDE COMPOSITIONS	Europe	06 737 828.1	3/10/2006	Pending	JR CHEM, LLC
15. 1169-12 PCT Japan	STABLE ORGANIC PEROXIDE COMPOSITIONS	Japan	2008-500983	3/10/2006	Issued #5153849	JR CHEM, LLC
16. 1169-12 PCT Korea	STABLE ORGANIC PEROXIDE COMPOSITIONS	Korea	2007-7020698	9/10/2007	Pending	JR CHEM, LLC
17. 1169-12 PCT Mexico	STABLE ORGANIC PEROXIDE COMPOSITIONS	Mexico	MX/a/2007/011048	9/10/2007	Issued #305819	JR CHEM, LLC
18. 1169-13	METHOD OF ENHANCED DRUG APPLICATION	U.S.	11/476,954	6/28/2006	Abandoned	JR CHEM, LLC (018022/0924)
19. 1169-13 PCT	METHOD OF ENHANCED DRUG APPLICATION	PCT	PCT/US06/025489	6/28/2006	Expired -- No National Phase	JR CHEM, LLC (018022/0924)
20. 1169-14	METHOD OF ENHANCED BENZOYL PEROXIDE APPLICATION	U.S.	11/476,959	6/28/2006	Abandoned	JR CHEM, LLC (018157/0760)
21. 1169-14 PCT	METHOD OF ENHANCED BENZOYL PEROXIDE APPLICATION	PCT	PCT/US06/025185	6/28/2006	Expired -- No National Phase	JR CHEM, LLC (018157/0760)
22. 1169-15	STABLE ORGANIC PEROXIDE COMPOSITIONS	U.S.	11/476,527	6/28/2006	Abandoned	JR CHEM, LLC (018138/0064)
23. 1169-15 PCT	STABLE ORGANIC PEROXIDE COMPOSITIONS	PCT	PCT/US06/025188	6/28/2006	Expired -- No National Phase	JR CHEM, LLC (018138/0064)
24. 1169-15 CON	STABLE ORGANIC PEROXIDE COMPOSITIONS	U.S.	11/986,442	11/21/2007	Issued #7,445,729	JR CHEM, LLC
25. 1169-15 CON CIP	STABLE ORGANIC PEROXIDE COMPOSITIONS	U.S.	12/264,517	11/4/2008	Issued #7,556,820	JR CHEM, LLC (021943/0968)
26. 1169-15 CON CIP II	STABLE ORGANIC PEROXIDE COMPOSITIONS	U.S.	12/498,668	7/7/2009	Abandoned	JR CHEM, LLC (023130/0289)

Schedule A: Patents and Patent Applications Assigned to JR Chem LLC

JR Chem Docket No.	Title	Country	Serial Number	Filing Date	Status	Assignee (Reel/Frame)
27. 1169-15 CON CIP II PCT	STABLE ORGANIC PEROXIDE COMPOSITIONS	PCT	PCT/US09/063252	11/4/2009	Expired – No National Phase	JR CHEM, LLC
28. 1169-19	METHODS OF USING STABLE ASCORBIC ACID COMPOSITIONS	U.S.	11/644,206	12/22/2006	Abandoned	JR CHEM, LLC 020604/0184
29. 1169-20	METHODS OF TREATING SKIN TO ENHANCE THERAPEUTIC TREATMENT THEREOF	U.S.	11/645,405	12/26/2006	Pending	JR CHEM, LLC 019336/0233
30. 1169-20 CANADA	METHODS OF TREATING SKIN TO ENHANCE THERAPEUTIC TREATMENT THEREOF	Canada	2,575,398	1/25/2007	Issued #2,575,398	JR CHEM, LLC
31. 1169-20 EPO	METHODS OF TREATING SKIN TO ENHANCE THERAPEUTIC TREATMENT THEREOF	Europe	07 001 730.6	1/26/2007	Granted	JR CHEM, LLC
32. 1169-20 JAPAN	METHODS OF TREATING SKIN TO ENHANCE THERAPEUTIC TREATMENT THEREOF	Japan	2007-23914	2/2/2007	Abandoned	JR CHEM, LLC
33. 1169-20 KOREA	METHODS OF TREATING SKIN TO ENHANCE THERAPEUTIC TREATMENT THEREOF	Korea	2007-0010642	2/1/2007	Pending	JR CHEM, LLC
34. 1169-20 MEXICO	METHODS OF TREATING SKIN TO ENHANCE THERAPEUTIC TREATMENT THEREOF	Mexico	MX/a/2007/001206	1/30/2007	Issued # 301118	JR CHEM, LLC
35. 1169-36	CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	U.S.	11/647,623	12/29/2006	Issued #7,687,650	JR CHEM, LLC (019212/0254)
36. 1169-36 CIP	CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	U.S.	11/668,020	12/29/2006	Issued #7,897,800	JR CHEM, LLC (019241/0968)
37. 1169-36 CIP CANADA	CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	Canada	2,576,640	2/1/2007	Issued #2,576,640	JR CHEM, LLC
38. 1169-36 CIP EPO	CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	Europe	07 002 294.2	2/2/2007	Granted	JR CHEM, LLC
39. 1169-36 CIP JAPAN	CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	Japan	2007-23350	2/5/2007	Pending	JR CHEM, LLC

Schedule A: Patents and Patent Applications Assigned to JR Chem LLC

	JR Chem Docket No.	Title	Country	Serial Number	Filing Date	Status	Assignee (Reel/Frame)
40.	1169-36 CIP KOREA	CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	Korea	10-2007-0011179	2/2/2007	Pending	JR CHEM, LLC
41.	1169-36 CIP MEXICO	CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	Mexico	MX/a/2007/001296	2/1/2007	Issued # 282878	JR CHEM, LLC
42.	1169-36 CIP DIV	CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	U.S.	13/011,144	1/21/2011	Abandoned	JR CHEM, LLC
43.	1169-36 DIV	CHEMICAL COMPOSITIONS AND METHODS OF MAKING THEM	U.S.	12/709,044	2/19/2010	Issued #8,148,563	JR CHEM, LLC
44.	1169-37	ANTIAGING TREATMENT METHOD USING COPPER-ZINC COMPOSITION	U.S.	11/452,642	6/14/2006	Issued #7,927,614	JR CHEM, LLC (018308/0391)
45.	1169-37 PCT	ANTIAGING TREATMENT METHOD USING COPPER-ZINC COMPOSITION	PCT	PCT/US06/023208	6/14/2006	Expired - National Phase Entered	JR CHEM, LLC (018308/0391)
46.	1169-37 PCT AUSTRALIA	ANTIAGING TREATMENT METHOD USING COPPER-ZINC COMPOSITION	Australia	2006337161	6/14/2006	Issued # 2006337161	JR CHEM, LLC
47.	1169-37 PCT CANADA	ANTIAGING TREATMENT METHOD USING COPPER-ZINC COMPOSITION	Canada	2,641,420	7/30/2008	Issued #2,641,420	JR CHEM, LLC
48.	1169-37 PCT EPO	ANTIAGING TREATMENT METHOD USING COPPER-ZINC COMPOSITION	Europe	06 773 182.8	6/14/2006	Pending	JR CHEM, LLC
49.	1169-37 PCT JAPAN	ANTIAGING TREATMENT METHOD USING COPPER-ZINC COMPOSITION	Japan	2008-553220	6/14/2006	Issued # 5038331	JR CHEM, LLC
50.	1169-37 PCT KOREA	ANTIAGING TREATMENT METHOD USING COPPER-ZINC COMPOSITION	Korea	10-2008-7018855	7/30/2008	Granted	JR CHEM, LLC
51.	1169-37 PCT MEXICO	ANTIAGING TREATMENT METHOD USING COPPER-ZINC COMPOSITION	Mexico	MX/a/2008/009742	7/30/2008	Issued # 301082	JR CHEM, LLC
52.	1169-38	METHOD OF WOUND HEALING USING COPPER-ZINC COMPOSITION	U.S.	11/648,278	12/29/2006	Issued #7,867,522	JR CHEM, LLC (018441/0464)

Schedule A: Patents and Patent Applications Assigned to JR Chem LLC

	JR Chem Docket No.	Title	Country	Serial Number	Filing Date	Status	Assignee (Reel/Fram#)
53.	1169-38 PCT	METHOD OF WOUND HEALING USING COPPER-ZINC COMPOSITION	PCT	PCT/US07/20812	9/27/2007	Expired – No National Phase	JR CHEM, LLC
54.	1169-39	CONDITIONING COMPOSITIONS AND METHODS OF USE THEREOF	U.S.	11/647,799	12/30/2006	Abandoned	JR CHEM, LLC (018973/0921)
55.	1169-39 CANADA	CONDITIONING COMPOSITIONS AND METHODS OF USE THEREOF	Canada	2,578,454	2/13/2007	Abandoned	JR CHEM, LLC
56.	1169-39 EPO	CONDITIONING COMPOSITIONS AND METHODS OF USE THEREOF	Europe	07 003 006.9	2/13/2007	Abandoned	JR CHEM, LLC
57.	1169-39 JAPAN	CONDITIONING COMPOSITIONS AND METHODS OF USE THEREOF	Japan	2007-33208	2/14/2007	Abandoned	JR CHEM, LLC
58.	1169-39 KOREA	CONDITIONING COMPOSITIONS AND METHODS OF USE THEREOF	Korea	10-2007-0015583	2/14/2007	Abandoned	JR CHEM, LLC
59.	1169-39 MEXICO	CONDITIONING COMPOSITIONS AND METHODS OF USE THEREOF	Mexico	MX/a/2007/001790	2/13/2007	Abandoned	JR CHEM, LLC
60.	1169-42	ROSACEA TREATMENTS	U.S.	12/831,424	7/7/2010	Abandoned	JR CHEM, LLC (023205/0911)
61.		ROSACEA TREATMENTS	U.S.	14/026,592	9/13/2013	Pending	JR CHEM, LLC
62.	1169-45	COMPOSITIONS AND REGIMENS FOR THE TREATMENT OF SKIN ESPECIALLY DECOLLETAGE	U.S.	12/331,781	12/10/2008	Issued # 8,273,791	JR CHEM, LLC 022265/0381
63.	1169-45DIV	COMPOSITIONS AND REGIMENS FOR THE TREATMENT OF SKIN ESPECIALLY DECOLLETAGE	U.S.	13/593,184	8/23/2012	Issued #8,505,730	JR CHEM, LLC
64.	1169-45 AU	COMPOSITIONS AND REGIMENS FOR THE TREATMENT OF SKIN ESPECIALLY DECOLLETAGE	Australia	2009200009	01/02/2009	Pending	JR CHEM, LLC
65.	1169-45 CA	COMPOSITIONS AND REGIMENS FOR THE TREATMENT OF SKIN ESPECIALLY DECOLLETAGE	Canada	2,646,860	12/17/2008	Issued # 2,646,860	JR CHEM, LLC

Schedule A: Patents and Patent Applications Assigned to JR Chem LLC

JR Chem Docket No.	Title	Country	Serial Number	Filing Date	Status	Assignee (Reel/Frame)
66. 1169-45 EP	COMPOSITIONS AND REGIMENS FOR THE TREATMENT OF SKIN ESPECIALLY DECOLLETAGE	Europe	08 022 201.1	12/19/2008	Abandoned	JR CHEM, LLC
67. 1169-45 JP	COMPOSITIONS AND REGIMENS FOR THE TREATMENT OF SKIN ESPECIALLY DECOLLETAGE	Japan	2008-329696	12/23/2008	Pending	JR CHEM, LLC
68. 1169-45 KR	COMPOSITIONS AND REGIMENS FOR THE TREATMENT OF SKIN ESPECIALLY DECOLLETAGE	Korea	10-2008-0137908	12/31/2008	Pending	JR CHEM, LLC
69. 1169-45 MX	COMPOSITIONS AND REGIMENS FOR THE TREATMENT OF SKIN ESPECIALLY DECOLLETAGE	Mexico	MX/a/2008/016502		Pending	JR CHEM, LLC
70. 1169-47	ROSACEA TREATMENT	U.S.	61/146,960	1/23/2009	Expired	JR CHEM, LLC 022265/0358
71. 1169-47 PCT	ROSACEA TREATMENT	PCT	PCT/US10/021995	1/25/2010	Expired - National Phase Entered	JR CHEM, LLC
72. 1169-47 PCT CA	ROSACEA TREATMENT	Canada	2750636	7/22/2011	Pending	JR CHEM, LLC
73. 1169-47 PCT US	ROSACEA TREATMENT	U.S.	13/144,833	7/15/2011	Abandoned	JR CHEM, LLC
74. 1169-47 PCT US CON	ROSACEA TREATMENT	U.S.	13/368,915	2/8/2012	Pending	JR CHEM, LLC (028098/0168)
75. 1169-48	METHODS OF ENHANCING PEROXIDE ACTIVITY	U.S.	61/158,066	3/6/2009	Expired	JR CHEM, LLC (025205/0834)
76. 1169-48 PCT	METHODS OF ENHANCING PEROXIDE ACTIVITY	PCT	PCT/US10/026327	3/5/2010	Expired - National Phase Entered	JR CHEM, LLC
77. 1169-48 PCT US	METHODS OF ENHANCING PEROXIDE ACTIVITY	U.S.	13/254,983	9/6/2011	Abandoned	JR CHEM, LLC
78. 1169-48 PCT CAN	METHODS OF ENHANCING PEROXIDE ACTIVITY	Canada	2754840	9/6/2011	Abandoned	JR CHEM, LLC

Schedule A: Patents and Patent Applications Assigned to JR Chem LLC

79.	JR Chem Docket No.	Title	Country	Serial Number	Filing Date	Status	Assignee (Reel/Frame)
	1169-48 PCT EP	METHODS OF ENHANCING PEROXIDE ACTIVITY	Europe	10 708 471.7	3/5/2010	Pending	JR CHEM, LLC

EXHIBIT B**PATENT ASSIGNMENT**

This Patent Assignment (this "*Assignment*") is made effective as of **November 1, 2013** (the "*Effective Date*"), by JR Chem, LLC, a Florida limited liability company ("*Assignor*") and by Obagi Medical Products, Inc., a Delaware corporation ("*Assignee*").

RECITALS

In connection with that certain Intellectual Property Settlement and Purchase Agreement dated November 1, 2013 (the "*IP Agreement*"), between Assignee and Assignor, Assignor has agreed to assign to Assignee all rights, title and interests in and to the patents corresponding to those Patents and/or patent applications individually listed on Exhibit A of the IP Purchase Agreement, and including continuations, divisionals, and continuations-in-part thereof along with all reissues, reexaminations and extensions thereof (the "*Patents*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


Section 1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors, assigns and legal representatives, of the entire world-wide right, title and interest in and to the Patents. This assignment will become effective upon Assignor's receipt of the Purchase and Settlement Price in the IP Agreement. Assignor will promptly send confirmation of receipt of the Purchase and Settlement Price, without inclusion of the amount thereof, which Assignee may attach to this Assignment and disclose to third parties in its discretion.

Section 2. Assistance. At Assignee's sole cost and expense, as and when reasonably requested by any Assignee from time to time, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purposes.

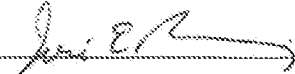
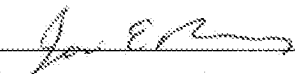
Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

Section 4. Governing Law. This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

OBAGI MEDICAL PRODUCTS, INC. By: <u></u> Name: <u>Preston Romm</u> Title: <u>President & GM</u> Date: <u>11-6-13</u>	JRCHEM: JR CHEM, LLC By: _____ Name: _____ Title: _____ Date: _____
	JRCHEM: DR. JOSE RAMIREZ, PH.D By: _____ Name: _____ Date: _____

PATENT ASSIGNMENT

<p>OBAGI MEDICAL PRODUCTS, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>JRCHEM: JR CHEM, LLC</p> <p>By: <u></u></p> <p>Name: <u>JOSE E. RAMIREZ</u></p> <p>Title: <u>OWNER</u></p> <p>Date: <u>11/1/2013</u></p>
	<p>JRCHEM: DR. JOSE RAMIREZ, PH.D</p> <p>By: <u></u></p> <p>Name: <u>JOSE E. RAMIREZ, PH.D</u></p> <p>Date: <u>11/1/2013</u></p>