502692693 02/24/2014

PATENT ASSIGNMENT COVER SHEET

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made as of February 20, 2002 by COOLTOUCH CORPORATION, a California corporation ("Assignor"), in favor of ICN PHARMACEUTICALS, INC., a Delaware corporation ("Assignee").

RECITALS

- A. Assignor and Assignee are parties to an Agreement and Plan of Reorganization dated as of January 18,2002 (the "Agreement").
- B. This Assignment is made and entered into pursuant to the Agreement.

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

- 1. Assignment. Assignor hereby assigns, transfers, sets over and delivers to Assignee, and its successors, assigns and legal representatives, free and clear of all liens, encumbrances, security interests, charges and adverse claims, Assignor's entire right, title, interest, privileges, powers and benefits, for the United States and all foreign countries, in and to any and all patents, including without limitation the patents listed on the attached Annex I, and all divisional, continuing, substitute, renewal, reissue, and all other applications for, Letters Patent which have been or shall be filed in the United States and all foreign countries, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said patents; and in and to all rights of priority in said patents.
- 2. <u>Further Assurances.</u> Assignor agrees, upon request by, without charge to, but at the expense of Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, and to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all of the patents assigned hereunder; to execute all rightful oaths, assignments, powers of attorney and other papers; to communicate to Assignee, its successors, assigns, and legal representatives, all facts known to Assignee relating to said patents and the history thereof; and generally to do everything possible which Assignee, its successors, assigns and legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said patents and for vesting title to said patents and all applications for patents, in Assignee, its successors, assigns and legal representatives
- 3. <u>No Prior Assignments.</u> Assignor hereby represents and warrants to, and covenants with, Assignee, its successors, assigns and legal representatives, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.

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- 4. <u>Governing Law.</u> This Assignment shall be governed by, and interpreted in accordance withe laws of the State of California, as applicable to contracts executed and to be performed entirely within the State of California.
- 5. Attorneys' Fees. The prevailing party in any action or proceeding between the parties arising out of or relating to this Assignment shall be entitled to recover from the other party all fees and expenses, including reasonable attorneys' fees, incurred in connection with any such action or proceeding.
- 6. <u>Binding Effect.</u> This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

COOLTOUCH CORPORATION

a California corporation

By:

Its: CEC

ANNEX I TO ASSIGNMENT OF PATENTS

List of Patents

- U.S. Serial No. 09/934,356, filed August 21, 2001, entitled "ENHANCED NONINVASIVE COLLAGEN REMODELING"; and
- 2. U.S. Serial No. 09/364,275, filed July 29, 1999, entitled "THERMAL QUENCHING OF TISSUE"

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RECORDED: 02/24/2014