

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3676410

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALINE AESTHETICS, LLC	03/28/2014
RECEIVING PARTY DATA	
Name:	ALLERGAN HOLDINGS FRANCE S.A.S.
Street Address:	12 PLACE DE LA DEFENSE
Internal Address:	4EME ETAGE
City:	COURBEVOIE
State/Country:	FRANCE
Postal Code:	92400
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14947409
CORRESPONDENCE DATA	
Fax Number:	(714)246-4249
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	714 246-4500
Email:	patents_ip@allergan.com
Correspondent Name:	ALLERGAN, INC.
Address Line 1:	2525 DUPONT DRIVE
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	19413 CON (COR)
NAME OF SUBMITTER:	LINDA ALLYSON NASSIF
SIGNATURE:	/LINDA ALLYSON NASSIF/
DATE SIGNED:	12/30/2015
Total Attachments: 11	
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PATENT APPLICATION ASSIGNMENT

This PATENT APPLICATION ASSIGNMENT (this “**Assignment**”) is made and entered into as of the 28th day of March, 2014 by and between Aline Aesthetics, LLC, a Delaware limited liability company (“**Assignor**”), as assignor, having an address at 4040 Campbell Ave., Suite 110, Menlo Park, CA 94125, and Allergan Holdings France S.A.S., a société par actions simplifiée incorporated under the laws of France (“**Assignee**”), as assignee, having an address at 12 Place de La Defense, 4eme etage, 92400, Courbevoie, France. Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated of even date herewith, by and among Assignor, Assignee, and the other parties named therein (together with the exhibits and schedules thereto, the “**Asset Purchase Agreement**”), pursuant to which Assignee is acquiring certain of the Acquired Assets;

WHEREAS, Assignor owns the Assigned Patent Applications (as defined in the Asset Purchase Agreement and as listed on Exhibit A hereto); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Assigned Patent Applications, pursuant to and subject to the terms and conditions of this Assignment and the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and stipulations set forth herein and in the Asset Purchase Agreement, the receipt and legal sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns and transfers, delivers, and conveys to Assignee (and its successors and assigns) all of Assignor’s rights, title and interest in and to the Assigned Patent Applications and the inventions disclosed in such applications which are vested in the Assignee in respect of the United States and its territorial possessions and in all foreign countries, to all letters patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application and any continuation, divisional, renewal, substitute or reissue thereof and any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.
2. Assignor further covenants that the Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Assigned Patent Applications as may be known and accessible to the Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to the Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Assigned Patent Applications, all at Assignee’s expense. .
3. Assignor shall promptly execute, deliver, acknowledge and record such assignments and other documents and take all such other actions as Assignee may reasonably

- request to memorialize or perfect to the assignment and transfer of the Assigned Patent Applications and other assets and rights assigned and transferred to Assignee pursuant to Section 1 of this Assignment, and Assignee shall bear all fees, costs and expenses incurred in connection with the preparation, recordation and filing of any such assignments or other documents, or the performance of any such actions.
4. All of the terms and provisions of this Assignment shall be binding upon Assignor and its permitted successors and assigns and shall inure to the benefit of Assignee and its permitted successors and assigns.
 5. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Assigned Patent Applications from Assignor to Assignee as provided in the Asset Purchase Agreement. Nothing contained in this Assignment is intended to modify or otherwise affect any of the provisions of the Asset Purchase Agreement as they relate to the Assigned Patent Applications, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control.
 6. This Assignment (and any Claim or controversy arising out of or relating to this Assignment) shall be governed by and construed in accordance with the Laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of California. Resolution of any dispute, claim or controversy arising under this Assignment shall be subject to the provisions of Sections 9.8 and 9.9 of the Asset Purchase Agreement.
 7. Nothing in this Assignment, express or implied, is intended to confer upon any Third Party (other than a permitted successor or assign under the Asset Purchase Agreement) any rights, remedies, obligations or liabilities.
 8. The Parties may execute this Assignment in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page hereto delivered by facsimile machine or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto and may be used in lieu of the original signatures for all purposes. Any Party that delivers such a signature page agrees to deliver promptly an original counterpart to the other Party that requests it.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ALLERGAN HOLDINGS FRANCE S.A.S

ALINE AESTHETICS, LLC

By:  _____

By: _____

Name: Mir Nezam

Name:

Title: President

Title:


[Signature Page to Patent Application Assignment]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ALLERGAN HOLDINGS FRANCE S.A.S

ALINE AESTHETICS, LLC

By: _____

By:  _____

Name:

Name: Geoffrey Gurtner

Title:

Title: Managing Member

[Signature Page to Patent Application Assignment]

Exhibit A

Assigned Patent Applications

Case Number	Country	Application Number	Filing Date	Pub Number	Pub Date	Application Status	App Title
192190-P	US	61/498364	6/17/2011			Expired	NEEDLE FOR DELIVERY OF DERMAL FILLER THREADS
192190-US	US	14/126741	12/16/2013			Pending	NEEDLE FOR DELIVERY OF DERMAL FILLER THREADS
192190-WO	WO	PCT/US2012/042800	6/15/2012	WO2012/174464	12/20/2012	Expired	NEEDLE FOR DELIVERY OF DERMAL FILLER THREADS
192325-CA	CA	2791050	1/26/2011	2791050	9/9/2011	Pending	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192325-P	US	61/309308	3/1/2010			Expired	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192325-P2	US	61/347324	5/21/2010			Expired	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF

192325-P3	US	61/405160	10/20/2010			Expired	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192325-US	US	371 13/581902	2/15/2013	2013-0142731	6/6/2013	Pending	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192325-WO	WO	PCT/US2011/022636	1/26/2011	WO 2011/109129	9/9/2011	Expired	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192357-AU	AU	2012318283	10/10/2012	2012-318283	5/9/2013	Pending	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192357-P	US	61/545962	10/11/2011			Expired	HIGH CONCENTRATION HYALURONIC ACID THREADS AND METHODS OF THEIR USE
192357-P2	US	61/568077	12/7/2011			Expired	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF

192357-P3	US	61/644945	5/9/2012			Expired	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192357-US	US	13/649051	10/10/2012	2013-0122068	5/16/2013	Pending	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192357-US2	US	13/860052	4/10/2013	2013-0226235	8/29/2013	Pending	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192357-WO	WO	PCT/US2012/059618	10/10/2012	WO2013/055832	4/18/2013	Published	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE THEREOF
192359-P	US	61/309353	3/1/2010			Expired	THREADS OF HYALURONIC ACID AND METHODS OF USE THEREOF
192359-P2	US	61/347325	5/21/2010			Expired	THREADS OF HYALURONIC ACID AND METHODS OF USE THEREOF
192359-P3	US	61/405171	10/20/2010			Expired	THREADS OF HYALURONIC ACID AND METHODS OF USE THEREOF

192359- WO	WO	PCT/US2011 /022640	1/26/2011	WO 2011/109130	9/9/2011	Expired	THREADS OF HYALURONI C ACID AND METHODS OF USE THEREOF
192360- AU	AU	2009288118	9/2/2009	2009288118	3/11/2010	Pending	THREADS OF HYALURONI C ACID AND/OR DERIVATIVE S, THEREOF, METHODS OF MAKING THEREOF AND USES THEREOF
192360- CA	CA	2735173	9/2/2009	2735173	3/11/2010	Published	THREADS OF HYALURONI C ACID AND/OR DERIVATIVE S, THEREOF, METHODS OF MAKING THEREOF AND USES THEREOF
192360- EP	EP	09812153.6	9/2/2009	2324064	5/25/2011	Published	THREADS OF HYALURONI C ACID AND/OR DERIVATIVE S THEREOF, METHODS OF MAKING THEREOF AND USES THEREOF
192360- HK	HK	11112752.0	11/24/2011	HK158234		Published	THREADS OF HYALURONI C ACID AND/OR DERIVATIVE S, THEREOF, METHODS OF MAKING THEREOF AND USES THEREOF

192360- JP	JP	2011-525290	9/2/2009	2012-501391	1/19/2012	Published	THREADS OF HYALURONI C ACID AND/OR DERIVATIVE S, THEREOF, METHODS OF MAKING THEREOF AND USES THEREOF
192360-P	US	61/190866	9/2/2008			Expired	THREADS OF HYALURONI C ACID AND/OR DERIVATIVE S, THEREOF, METHODS OF MAKING THEREOF AND USES THEREOF
192360- US	US	371 13/060919	5/19/2011	2011-0263724	10/27/2011	Pending	THREADS OF HYALURONI C ACID AND/OR DERIVATIVE S, THEREOF, METHODS OF MAKING THEREOF AND USES THEREOF
192360- WO	WO	PCT/US2009 /055704	9/2/2009	WO2010/028025	3/11/2010	Inactive	THREADS OF HYALURONI C ACID AND/OR DERIVATIVE S, THEREOF, METHODS OF MAKING THEREOF AND USES THEREOF
192361- CA	CA	2815141	10/13/2011	2815141	4/26/2012	Pending	THREADS OF CROSS- LINKED HYALURONI C ACID AND METHODS OF PREPARATIO N AND USE THEREOF

192361-EP	EP	11776962.0	10/13/2011	2629809	8/28/2013	Published	HYALURONIC ACID THREADS AND METHODS FOR PREPARING THE SAME
192361-P	US	61/405175	10/20/2010			Expired	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF PREPARATION AND USE THEREOF
192361-US	US	371 13/880515	7/3/2013	2013-0274222	10/17/2013	Published	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF PREPARATION AND USE THEREOF
192361-WO	WO	PCT/US2011/056216	10/13/2011	WO2012/054311	4/26/2012	Expired	THREADS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF PREPARATION AND USE THEREOF
192396-P	US	61/405179	10/20/2010			Expired	DERMAL FILLER THREADS AND METHODS OF USE THEREOF
192396-US	US	371 13/880502	7/3/2013	2013-0303480	11/14/2013	Pending	SOFT TISSUE AUGMENTATION THREADS AND METHODS OF USE THEREOF

192396-WO	WO	PCT/US2011/056182	10/13/2011	WO 2012/054301	4/26/2012	Expired	SOFT TISSUE AUGMENTATION THREADS AND METHODS OF USE THEREOF
193259-P	US	61/932016	1/27/2014			Pending	SUBSTANCE DELIVERY DEVICE
193260-P	US	61/932164	1/27/2014			Pending	SPHERICAL FORMS OF CROSS-LINKED HYALURONIC ACID AND METHODS OF USE
192395-P	US	61/778008	3/12/2013			Expired	CROSS-LINKED HYALURONIC ACID THREADS FOR TREATMENT OF STRIAE
192395-WO	WO	PCT/US2014/024441	03/12/2014			Pending	CROSS-LINKED HYALURONIC ACID THREADS FOR TREATMENT OF STRIAE
192393-P	US	61/778066	3/12/2013			Expired	BLUNT NEEDLE FOR DELIVERY OF DERMAL FILLER THREADS
192393-WO	WO	PCT/US2014/024836	03/12/2014			Pending	BLUNT NEEDLE FOR DELIVERY OF DERMAL FILLER THREADS