

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EUROMED S.A.U.	11/30/2015
RECEIVING PARTY DATA		
Name:	MADAUS GMBH	
Street Address:	COLONIA-ALLEE 15	
City:	KOELN	
State/Country:	GERMANY	
Postal Code:	51067	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13320176
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NAME OF SUBMITTER:	HANNAH MCBEE	
SIGNATURE:	/Hannah McBee/	
DATE SIGNED:	02/12/2016	
Total Attachments: 19		
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EXECUTION VERSION

Dated: 30 NOVEMBER 2015

Euromed, S.A.U.

and

Madaus GmbH

IP Assignment

LATHAM & WATKINS

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London EC2M 3XF
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www.lw.com

PATENT
REEL: 037724 FRAME: 0342

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THIS DEED is made on 30 NOVEMBER 2015 (the "Effective Date").

BETWEEN:

- (1) **EUROMED, S.A.U.** a company incorporated in Spain, registered with the commercial registry of Barcelona under Book 36114, Page 74, sheet B-62754, whose registered address is at Pol. Can Margarola, C/Rec de Dalt, 21-23, 08100 Mollet del Vallés, Spain and with Spanish Tax ID Number (NIF) A-08277212 ("**Euromed**"); and
- (2) **MADAUS GMBH**, a company incorporated and registered in Germany with registered number HRB 9054 whose registered office is at Madaus GmbH, Colonia-Allee 15, 51067 Köln, Germany ("**Madaus**").

BACKGROUND

- (A) Euromed is the owner of Patents, Trade Marks and Know-How (as defined below).
- (B) It is intended that on 30 NOVEMBER 2015 Rottapharm, S.L., an indirectly wholly-owned subsidiary of Meda AB and an affiliate of Madaus, will sell and transfer to Arbelan S.à r.l., and Arbelan S.à r.l. will purchase and acquire as of the Completion Date (as defined in the Share Purchase Agreement defined below) shares of Euromed representing 100% of its share capital by way of a share purchase agreement (the "**Share Purchase Agreement**"). As a consequence of this transfer as from the Completion Date Euromed will no longer form part of the group of entities ultimately controlled by Meda AB (the "**Meda Group**").
- (C) Meda AB has requested that the Patents, Trade Marks and Know-How be transferred to Madaus on the terms set out in this Deed and Euromed has agreed to such transfer.
- (D) The Parties agree and acknowledge that Common Processes are owned and used by Euromed (i) to manufacture products other than the Products and Amorphous Silibinin as well as (ii) to manufacture the Products and develop the Amorphous Silibinin, in each case for an on behalf of the Meda Group and its licensees from time to time. Euromed agrees and acknowledges that Meda (and its third party manufacturers from time to time) shall have the right to use the Common Processes in accordance with the terms of this Deed.
- (E) With effect from the Completion Date Madaus shall license the Patents, Trade Marks and Transferred Know-How to Euromed to enable Euromed to continue to manufacture and supply the Products to the Meda Group and its licensees from time to time under the terms and conditions set out in that certain manufacturing and supply agreement (the "**Manufacturing and Supply Agreement**") executed on 30 NOVEMBER 2015 by and between Madaus, Meda AB and Euromed.

[REDACTED]

(G) [REDACTED]

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, save as otherwise specifically provided the following words have the following meanings:

"Amorphous Silibinin" means a product for which development was undertaken by the Parties prior to the date of this Deed and for which development has been placed on hold for an unspecified term which would be manufactured under the Amorphous Silibinin Know-How;

[REDACTED]

"Common Processes" means the Crystallised Silibinin Process, the Silymarin T Process, and the Silymarin T2 Process;

[REDACTED]

"Completion Date" shall be the date on which the shares in Euromed are acquired by Arbelan S.à.r.l. or an assignee of Arbelan S.à.r.l. under the terms of the Share Purchase Agreement;

[REDACTED]

"Deed" means this Patent, Trade Mark and Transferred Know-How assignment;

"Encumbrance" means any mortgage, charge, pledge, option, licence, attachment, restriction, prior assignment, security interest, title retention, preferential right, lien, right of pre-emption, right of set-off or any limitation or restriction howsoever created or arising upon the ability of Euromed to assign the Patents;

"Euromed Confidential Information" has the meaning as set out in Clause 7.3;

[REDACTED]

[REDACTED]

[REDACTED]

"Patents" means the patents and the patent applications, short particulars of which are set out in Part 1 of Schedule 1, and any other patents, patent applications, utility models or any equivalent national rights anywhere in the world deriving priority from DE 102007063115,

DE102008039271, EP2009160322.5, EP2009006663.0 and/or EP2009006804.0, together with any and all inventions subsisting therein or relating thereto;

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

"Trade Marks" means trade marks and service marks short particulars of which are set out in Part 2 of Schedule 1, together with all unregistered trade marks over the signs which are the subject matter of the marks listed in Part 2 of Schedule 1, and, to the extent applicable, common law rights associated with the trade marks and services marks set out in Part 2 of Schedule 1, and any goodwill associated with them.

[REDACTED]
[REDACTED]

1.2 Interpretation

In this Deed (except where the context otherwise requires):

- (a) any reference to the Background or a Clause or Schedule is to the relevant background item, clause or schedule of or to this Deed. Any reference to a paragraph is to the relevant paragraph of the Schedule in which it appears;
- (b) the index and clause headings are included for convenience only and shall not affect the interpretation of this Deed;
- (c) use of the singular includes the plural and vice versa;
- (d) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- (e) any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation provided that, as between the parties, no such amendment or modification shall apply for the purposes of this Deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
- (f) any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a

reference to what most nearly approximates in that jurisdiction to the English legal term;

- (g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (h) reference to a party includes its successors and permitted assigns;
- (i) reference to "writing" or "written" includes faxes and any non-transitory form of visible reproduction of words (but not e-mail);
- G) reference to any agreement or other instrument shall, except where expressly provided to the contrary, include any amendment, variation or novation (in whole or in part); and
- (k) reference to an act being at the cost of Madaus shall mean that Madaus will bear the costs of such action on a pass-through basis, with no uplift.

1.3 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes the Schedules.

2. ASSIGNMENT

2.1 In consideration of the sum of [REDACTED], to be paid by Meda to Euromed within seven (7) days of the date of this Agreement, Euromed hereby assigns to Madaus:

- (a) all its right, title and interest in and to the Patents and Trade Marks, including (to the extent applicable):
 - (i) the entitlement to any registered patents and trade marks granted pursuant to any of the applications comprised in the Patents and Trade Marks; and
 - (ii) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the Patents and Trade Marks whether occurring before, on or after the date of this Deed;
 - (iii) all rights to claim priority from the Patents;
 - (iv) all rights to any extensions, renewals or amendments to the Patents and Trade Marks;
 - (v) the right to file divisional applications based on any Patent and to prosecute and obtain grant of patent on each and any such divisional application;
 - (vi) in respect of each and any invention disclosed in the Patents, the right to file an application (including rights to the inventions, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world; and
 - (vii) the right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents and Trade Marks, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend

to or register in or in respect of any country or territory in the world any patent or trade mark or like protection granted on any of such applications.

3. LICENCE

4. FURTHER ASSURANCE IN RESPECT TO PATENTS AND TRADE MARKS

- 4.1 Euromed shall, at the cost of Madaus, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, necessary or reasonably requested by Madaus in order to ensure that the full benefit of the right, title and interest assigned and transferred to Madaus over the Patents and Trade Marks under this Deed vests in Madaus, including registration of Madaus as applicant or registered proprietor of the Patents and Trade Marks at the relevant intellectual property registry or authority.
- 4.2 To the extent that the provisions or other content of any documents, agreements (including short form assignment agreements) or forms created, signed or filed in accordance with Clause 4.1 above, conflicts with the provisions of this Deed, the provisions of this Deed shall prevail, unless the documents, agreements or forms explicitly state otherwise.
- 4.3 Euromed hereby appoints Madaus to be its attorney to execute any instrument and do anything, and generally to use its name, for the purpose of giving Madaus the full benefit of this Deed in respect to the Patents and Trade Marks, including for the purpose of recording this Deed with any relevant Patent or Trade Mark registry, office or authority. Euromed acknowledges that a certificate in writing signed by a director of Meda stating that an instrument or act falls within the authority conferred by this Agreement shall constitute conclusive evidence that such instrument or act falls within the powers granted under this Clause 4.3.
- 4.4 This power of attorney is irrevocable as long as any of Euromed's obligations under this Deed remain undischarged.

4.5 Without prejudice to Clause 4.4, the attorney may, in any way it thinks fit and in the name and on behalf of Euromed:

- (i) take any action that this Deed requires Euromed to take in respect to the Patents or Trade Marks; and
- (ii) exercise any rights which this Deed gives to Euromed in respect to the Patents or Trade Marks.

4.6 Euromed shall ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this Clause 4.

4.7 Each of the parties undertakes to the other to take all such steps, make all such filings, adopt such corporate resolutions and execute any notarial deeds which may be required to give effect to the provisions of Clause 4.3 at Madaus' cost.

5. NO WARRANTY

[REDACTED]

6. HANDOVER AND KNOW-HOW TRANSFER

[REDACTED]

6.2

7. CONFIDENTIALITY OBLIGATIONS

(b)

(b)

(b)

[REDACTED]

8. GENERAL

8.1 Waivers

No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

8.2 Notices

- (a) Any notice or other communication given under this Deed or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed to the "Head of Legal" at the address set out for the relevant party in the Preamble to this Deed and served:
 - (i) by leaving it at the relevant address in which case it shall be deemed to have been given upon delivery to that address;
 - (ii) by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting;
 - (iii) by air courier, in which case it shall be deemed to have been given two Business Days after its delivery to a representative of the courier;
 - (iv) by pre-paid airmail, in which case it shall be deemed to have been given five Business Days after the date of posting; or
 - (v) by e-mail, in which case it shall be deemed to have been given when despatched subject to confirmation of delivery by a delivery receipt.
- (b) Any Party to this Deed may notify the other Party of any change to its address provided that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later.

8.3 Amendment

- (a) No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of both parties.
- (b) Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under or pursuant to this Deed which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this agreement shall remain in full force and effect, except and only to the extent that they are so varied.

8.4 Severability

If and to the extent that any provision of this Deed is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement.

8.5 Entire Agreement

This agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Deed. It is agreed that:

- (a) neither party has entered into this Deed in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out in this Deed;
- (b) neither party shall have any remedy in respect of misrepresentation or untrue statement made by the other party which is not contained in this Deed;
- (c) this Clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

8.6 Governing law and jurisdiction

- (a) This Deed and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- (b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Disputes, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.
- (c) For the purposes of this Clause, "Dispute" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Deed, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Deed or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Deed.

8.7 Counterparts

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

8.8 No Third Party Rights

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

8.9 Termination

With the exception of Clauses 2, 3, 4, 6.2, 7 and 8, no undertaking, obligation, liability or responsibility of Euromed under this Deed shall survive the Completion Date and all such undertakings, obligations, liability or responsibilities hereunder shall forthwith cease and terminate on the Completion Date.

[Signature page follows]

IN WITNESS WHEREOF each party has executed this Deed as a deed, or caused this Deed to be executed by its duly authorised representatives as a deed.

EXECUTED and delivered

)

as a DEED by

)

EUROMED, S.A.U.

)

acting by MARTEN OSTERLUND,

)



a director, acting under a special power of

)

Director

attorney dated 17 November 2015

EXECUTED and delivered

)

as a DEED by

)

MADAUS GMBH

)

acting by MARTEN OSTERLUND,

)


.....

a director

)

Director

and _____,

)

.....

a director

)

Director

EXECUTED and delivered)

as a DEED by)

MADAUS GMBH)

acting by _____)

a director)

and RAINER WEISS)

a director)

Director

Director

[Signature page to the IP assignment]

LO\5978515.1

SCHEDULE 1

Part 1 : PATENTS

(A) Novel milk thistle extract, method for the production and use

Country	Title	App. No.	App. Date	Patent / Pub. No.	Issue / Pub. Date	Status	Owner
Australia	Novel milk thistle extract, method for the production, and use	AU2008340922A	12/23/2008	AU2008340922B2	7/19/2012	Issued	Euromed SA
Brazil	Extrato de cardo leiteiro, método para preparação, e uso.	BR200822069A	12/23/2008	BRPI0822069A2	6/23/2015		Euromed SA
Canada	Novel milk thistle extract, method for the production, and use	CA2709947A	12/23/2008	CA2709947A1	7/2/2009	Published	Euromed SA
China	Novel milk thistle extract, method for production, and use	CN200880125479 A	12/23/2008	CN101925360A	12/22/2010	Published	Euromed SA
China	Novel milk thistle extract, method for the production, and use	CN201410378585 A	12/23/2008	CN104189043A	12/10/2014	Published	Euromed SA
Croatia	Novel milk thistle extract, method for the production, and use	HR2013P1165T	12/6/2013	HRP20131165T1	1/3/2014	Published	Euromed SA
European Patent	Novel milk thistle extract, method for the production, and use	EP2008865199A	12/23/2008	EP22222320B1	9/18/2013	Issued	Euromed SA
European Patent	Novel silybum marianum extract, method of manufacture and use	EP2012195762A	12/23/2008	EP2567703A2	3/13/2013	Published	Euromed SA
European Patent	Novel silybum marianum extract, method of manufacture and use	EP2012195762A	12/23/2008	EP2567703A3	3/20/2013	Published	Euromed SA
Germany	Hidtil ukendt ekstrakt af marietidsel, frengangsmaade til fremstilling samt anvendelse deraf	DK2008865199T	12/23/2008	DK22222320T3	12/16/2013	Published	Euromed SA
Germany	Neuer marietidselextrakt, verfahren zur herstellung und verwendung	DE102008039271A	8/23/2008	DE102008039271A ₁	6/25/2009	Published	Euromed SA
Hong Kong	Producing holy thistle flower extract with specific silymarin-release rate, useful to treat liver and gall bladder dysfunction, comprises obtaining extract having silymarin with alcohol and filtering, concentrating, drying and comminuting	HK2011100791A	1/26/2011	HK1146896A0	7/22/2011	Published	Euromed SA

Country	Title	App. No.	App. Date	Patent / Pub. No.	Issue / Pub. Date	Status	Owner
Japan	Novel milk thistle extract, method for preparation, and use	JP2013260758A	12/18/2013	JP2014074051A	4/24/2014	Published	Euromed SA
Japan	Producing holy thistle flower extract with specific silymarin-release rate, useful to treat liver and gall bladder dysfunction, comprises obtaining extract having silymarin with alcohol and filtering, concentrating, drying and comminuting	JP2010538335A	12/23/2008	JP05442632B2	3/12/2014	Issued	Euromed SA
Korea	Novel milk thistle extract, method for the production, and use	KR20107015846A	12/23/2008	KR2010126272A	12/1/2010	Issued	Euromed S.A.
Korea	Novel milk thistle extract, method for the production, and use	KR20107015846A	12/23/2008	KR1541938B1	8/4/2015	Issued	Euromed S.A.
Korea	Novel milk thistle extract, method for the production, and use	KR20157006607A	12/23/2008	KR2015038663A	4/8/2015	Published	Euromed S.A.
Mexico	Novel milk thistle extract, method for the production, and use	MX20106982A	6/21/2010	MX2010006982A	12/6/2010	Issued	Euromed SA
Portugal	Novel milk thistle extract, method for the production, and use	PT865199T	12/23/2008	PT22222320E	12/23/2013	Published	Euromed SA
Russia	New milk thistle extract, method for preparing and using it	RU2010130855A	12/23/2008	RU2489161C2	8/10/2013	Published	Euromed SA
Slovenia	Novel milk thistle extract, method for the production, and use	SI200831118T	12/23/2008	SI2222320T1	1/31/2014	Published	Euromed SA
Spain	Nuevo extracto de cardo lechero, método para su preparación y empleo	ES2008865199T	12/23/2008	ES2438003T3	1/15/2014	Published	Euromed SA
United States	Novel milk thistle extract, method for the production, and use	12810178	9/20/2010	20110027396	2/3/2011	Published	Euromed S.A.
Denmark	Hidtil ukendt ekstrakt af marietidsel, fremgangsmåde til fremstilling samt anvendelse deraf	DK2008865199T	5/14/2010	DK2222320T3	12/16/2013	Published	Euromed SA

Plus any other patents not listed above but which are in the EP 2 222 320 patent family (novel milk thistle extract, method for the production and use)

(B) Amorphous silibinin for the treatment of viral hepatitis

Country	Title	App. No.	App. Date	Patent / Pub. No.	Issue / Pub. Date	Status	Owner
Australia	Amorphous silibinin for the treatment of viral hepatitis	AU2010247716A	5/14/2010	AU2010247716A1	12/1/2011	Published	Euromed S.A.
Canada	Amorphous silibinin for the treatment of viral hepatitis	CA2761656A	5/14/2010	CA2761656A1	11/18/2010	Published	Euromed S.A.
European Patent	Amorphous silibinin for the treatment of viral hepatitis	EP2010721707A	5/14/2010	EP2430017A1	3/21/2012	Published	Euromed SA
India	Producing holy thistle flower extract with specific silymarin-release rate, useful to treat liver and gall bladder dysfunction, comprises obtaining extract having silymarin with alcohol and filtering, concentrating, drying and comminuting	IN2010MN1319A	6/22/2010	IN201001319P3	11/5/2010	Published	Euromed SA
Japan	Making amorphous silibinin useful for treating e.g. liver diseases, involves extracting silibinin with specific solvent, adding activated charcoal, separating charcoal from liquid phase, and concentrating liquid and crystallizing silibinin	JP2012510173A	5/14/2010	JP2012526739A	11/1/2012	Published	Euromed SA
Taiwan	Amorphous silibinin for the treatment of viral hepatitis	TW2010115384A	5/14/2010	TW201107312A	3/1/2011	Published	Euromed S A
United States	Amorphous silibinin for the treatment of viral hepatitis	13320176	1/12/2012	8614341	12/24/2013	Issued	Euromed S.A.

Plus any other patents not listed above but which are in the EP 2 430 017 patent family (process for the production of amorphous silibinin for the treatment of viral hepatitis).

Part 2 : TRADE MARKS

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Expiration Date	Status	Owner
Canada	EUROSIL-85	1557709	22-DEC-2011	TMA881967	11-JUL-2014	11-JUL-2029	Registered	Euromed, S.A.
Canada	SILIMED-85	1557710	22-DEC-2011	TMA881968	11-JUL-2014	11-JUL-2029	Registered	Euromed, S.A.
Community Trademarks	EUROSIL-85	6140099	26-JUL-2007	6140099	25-JUN-2008	26-JUL-2017	Registered	Euromed, S.A.
Community Trademarks	SILIMED-85	6140826	26-JUL-2007	6140826	11-AUG-2011	26-JUL-2017	Registered	Euromed, S.A.
International Register	EUROSIL-85			958594	21-JAN-2008	21-JAN-2018	Registered Protection claimed in China, Egypt, Japan, United States	Euromed, S.A.
International Register	SILIMED-85			958595	21-JAN-2008	21-JAN-2018	Registered Protection claimed in China, Egypt, Japan, United States	Euromed, S.A.
Spain	EUROSIL-85	2785209 M1	31-JUL-2007	2785209 M1	21-JAN-2008	30-JUL-2017	Registered	Euromed, S.A.
Spain	SILIMED-85	2785210 M5	31-JUL-2007	2785210 M5	21-JAN-2008	30-JUL-2017	Registered	Euromed, S.A.
U.S. Federal	EUROSIL-85	79051852	21-JAN-2008	3689499	29-SEP-2009	29-SEP-2019	Registered Section 66(A)	Euromed, S.A.
U.S. Federal	SILIMED-85	79051853	21-JAN-2008	3602735	07-APR-2009	07-APR-2019	Registered Section 66(A)	Euromed, S.A.

Plus any other registered trade marks not listed above but which are used exclusively in relation to a Product.