

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4697180

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | DR. REDDY'S LABORATORIES LTD. | 04/11/2017 |
| RECEIVING PARTY DATA | | |
| Name: | NESTLE SKIN HEALTH SA | |
| Street Address: | AVENUE GRATTA PAILLE 2 | |
| City: | LAUSANNE | |
| State/Country: | SWITZERLAND | |
| Postal Code: | 1018 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 14946715 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (509)323-8979 | |
| <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: | 509-324-9256 | |
| Email: | janisa@leehayes.com | |
| Correspondent Name: | LEE & HAYES, PLLC | |
| Address Line 1: | 601 W. RIVERSIDE AVE. | |
| Address Line 2: | SUITE 1400 | |
| Address Line 4: | SPOKANE, WASHINGTON 99201 | |
| ATTORNEY DOCKET NUMBER: | G094-0004US | |
| NAME OF SUBMITTER: | JANIS ABBOTT | |
| SIGNATURE: | /Janis Abbott/ | |
| DATE SIGNED: | 11/20/2017 | |
| Total Attachments: 8 | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of March 8, 2017, is made by Dr. Reddy's Laboratories Ltd. ("Seller"), a company established under the laws of India through its FTO Division have developed an Unit approved in the SEZ sector located at and having address as SEZ - Process unit - 1, Devunipalavalasa Village, Ranasthalam Mandal, Srikakulam District, Andhra Pradesh, 532 409, India, in favor of Nestlé Skin Health SA ("Buyer"), a Swiss corporation, located at Avenue Gratta Paille 2, 1018 Lausanne, Switzerland, the purchaser of certain assets of Seller pursuant to an Asset Purchase and License Agreement between Buyer and Seller, dated as of April 11, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, all of its right, title and interest in and to the Transferred Intellectual Property, as such terms are defined in the Asset Purchase Agreement, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (e) any and all claims and causes of action, with respect to any of the foregoing, to the extent such claims and causes of action accrue after the date hereof,

including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

DR. REDDY'S LABORATORIES LTD.

By: 

Name: *Shammas Ali Kungu* 

Title: *Vice President*

Address for Notices:

Dr. Reddy's Laboratories Limited

SEZ - Process unit - 1

Devunipalavalasa Village

Ranasthalam Mandal, Srikakulam District

Andhra Pradesh, 532 409, India

Attention: General Counsel



AGREED TO AND ACCEPTED:

NESTLÉ SKIN HEALTH SA

By: _____

Name:

Title:

Address for Notices:

Galderma Laboratories, L.P.

14501 North Freeway

Fort Worth, Texas 76177

Attention: General Counsel

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

DR. REDDY'S LABORATORIES LTD.

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

NESTLÉ SKIN HEALTH SA

By: Christian MATTON

Name: Vice-President &

Title: Corporate General Counsel

Address for Notices:

SCHEDULES

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

| Application/ Publication no | Grant Information |
|--|--|
| 5805/CHE/2014 filed on Nov 19, 2014 | NA |
| 14/946715 filed on Nov 19, 2015 | US 9,532,996 granted on Jan 3, 2017 |
| PCT/IB2015/002337 filed on Nov 19, 2015 (published as WO2016/079590A1) | NA |
| U.S. Application No. 15/539,292 | |

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. ZENAVOD:

Details:

| | |
|--------------------------------|---|
| Word Mark | ZENAVOD |
| Goods and Services | IC 005. US 006 018 044 046 051 052. G & S: Pharmaceutical preparations for use in dermatology |
| Standard Characters Claimed | |
| Mark Drawing Code | (4) STANDARD CHARACTER MARK |
| Serial Number | 86454788 |
| Filing Date | November 14, 2014 |
| Current Basis | 1B |
| Original Filing Basis | 1B |
| Published for Opposition | April 21, 2015 |
| Owner | (APPLICANT) Promius Pharma, LLC LIMITED LIABILITY COMPANY DELAWARE 107 College Road East Princeton NEW JERSEY 08540 |
| Attorney of Record | Peter M. Ferrell III |
| Type of Mark | TRADEMARK |
| Register | PRINCIPAL |
| Live/Dead Indicator | LIVE |

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None