

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6686684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSET TRANSFER AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
		Name	Execution Date
		GALDERMA S.A.	02/10/2016
RECEIVING PARTY DATA			
Name:	NESTLÉ 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:		15747648	
CORRESPONDENCE DATA			
Fax Number:	(202)672-5399		
<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:	2026725300		
Email:	jadam@foley.com, IPdocketing@foley.com		
Correspondent Name:	FOLEY & LARDNER LLP		
Address Line 1:	3000 K STREET, N.W.		
Address Line 2:	SUITE 600		
Address Line 4:	WASHINGTON, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	105153-9780		
NAME OF SUBMITTER:	JENEEN ADAMO		
SIGNATURE:	/Jeneen Adamo/		
DATE SIGNED:	04/30/2021		
Total Attachments: 25			
source=IP GSA to NSH - 10.02.2016_Redacted#page1.tif			
source=IP GSA to NSH - 10.02.2016_Redacted#page2.tif			
source=IP GSA to NSH - 10.02.2016_Redacted#page3.tif			
source=IP GSA to NSH - 10.02.2016_Redacted#page4.tif			

source=IP GSA to NSH - 10.02.2016_Redacted#page5.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page6.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page7.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page8.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page9.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page10.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page11.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page12.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page13.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page14.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page15.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page16.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page17.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page18.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page19.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page20.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page21.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page22.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page23.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page24.tif
source=IP GSA to NSH - 10.02.2016_Redacted#page25.tif

ASSET TRANSFER AGREEMENT

ASSET TRANSFER AGREEMENT, dated February 10, 2016 (the "Agreement"), by and between Galderma SA, a Swiss company having its registered office at Zugerstrasse 8, 6330 Cham, Switzerland (the "Transferor") and Nestlé Skin Health SA, a Swiss company having its registered seat at Avenue Gratta-Paille 2, 1018 Lausanne, Switzerland (the "Transferee").

WHEREAS the Transferor owns [REDACTED] patents [REDACTED] that the parties wish to transfer by the Transferor to the Transferee in exchange for a consideration to Transferor by Transferee, as described below

WHEREAS the parties hereto desire that the Transferor assign, convey, transfer or deliver, to the Transferee certain assets, properties and rights and that the Transferee assumes certain liabilities and obligations relating to this business in each case as set forth in this Agreement.

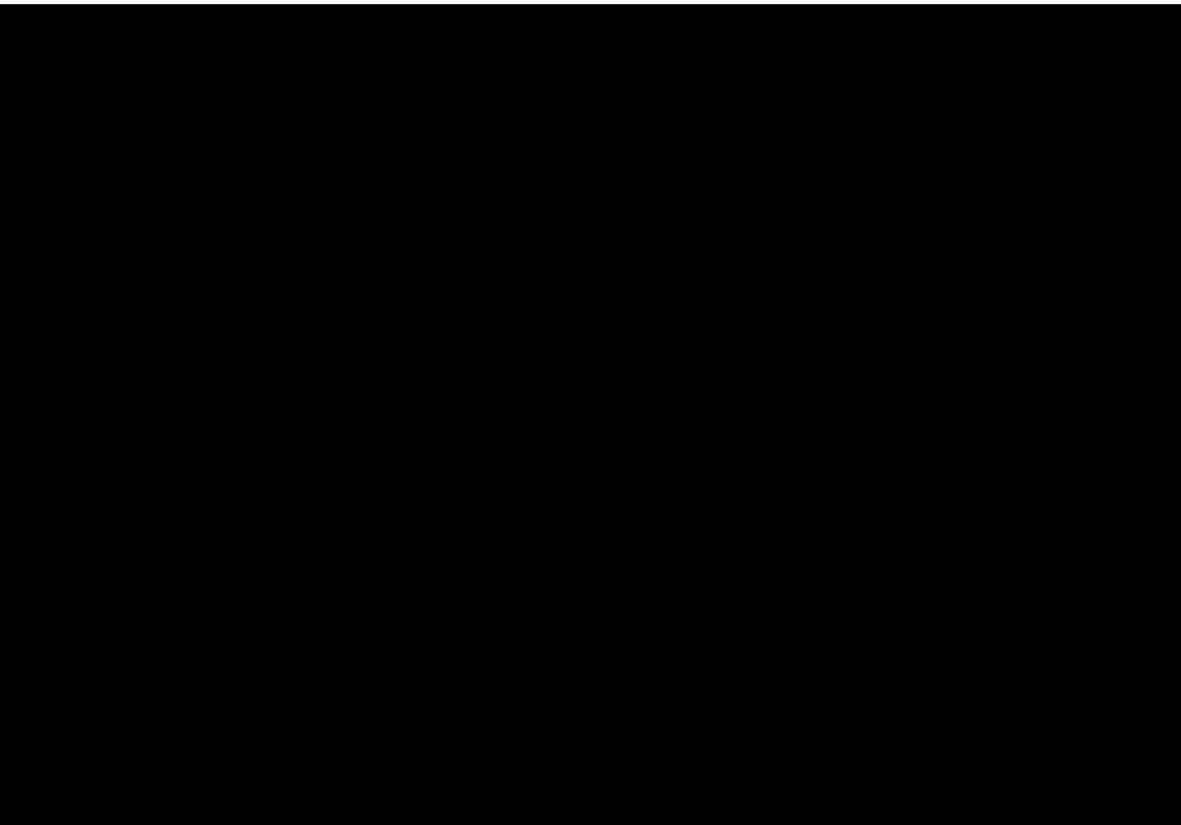
WHEREAS the parties desire that a consideration shall be due for the Transferred Assets by Transferee to Transferor.

[REDACTED]

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intended to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1

[REDACTED]



Transferred Assets: shall mean, collectively, the assets of the Transferor, listed hereunder, which at the Effective Transfer Date are used, or held for use, primarily in the Transferred Business: (i)
(iii) patents;



ARTICLE 2

ASSIGNMENT OF TRANSFERRED ASSETS

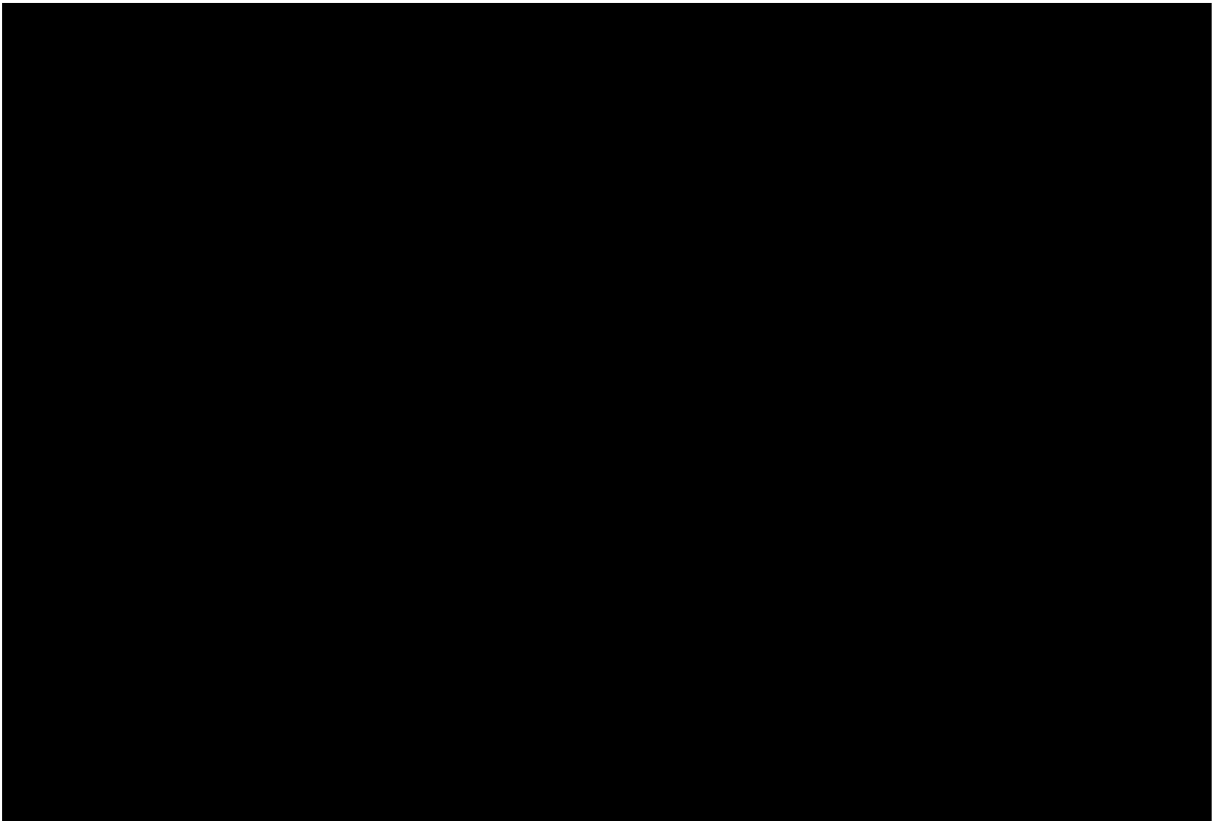
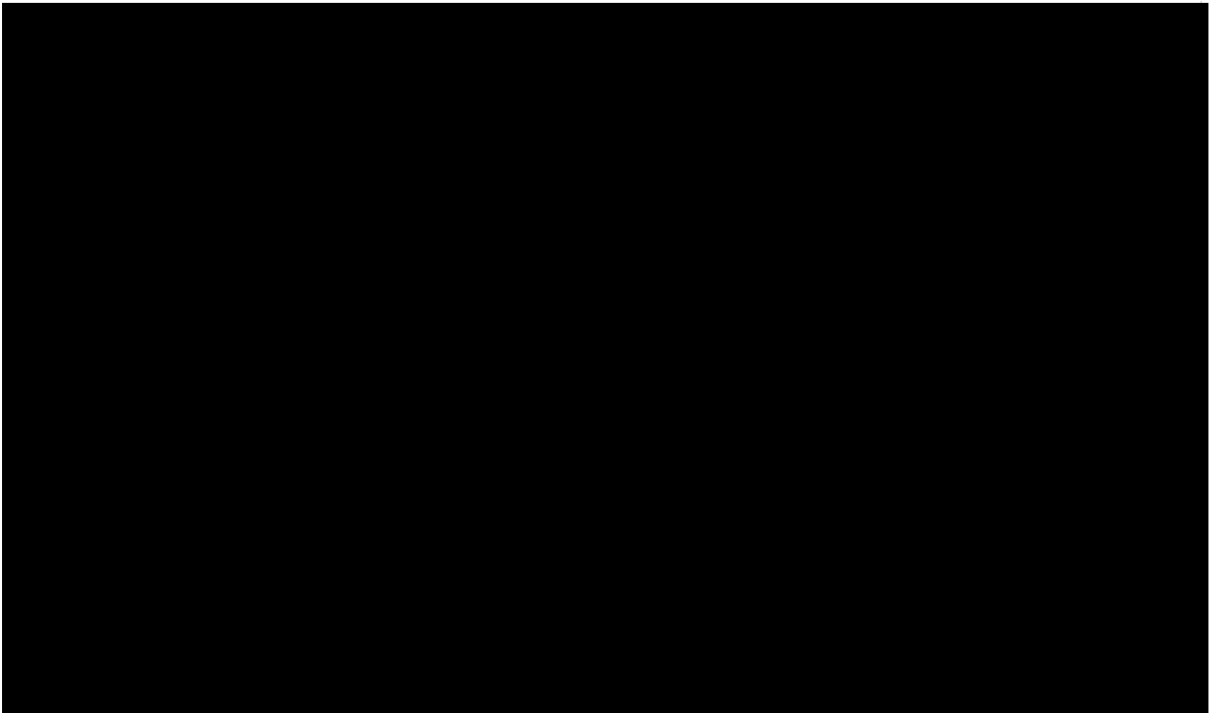
AND ASSUMPTION OF ASSUMED LIABILITIES

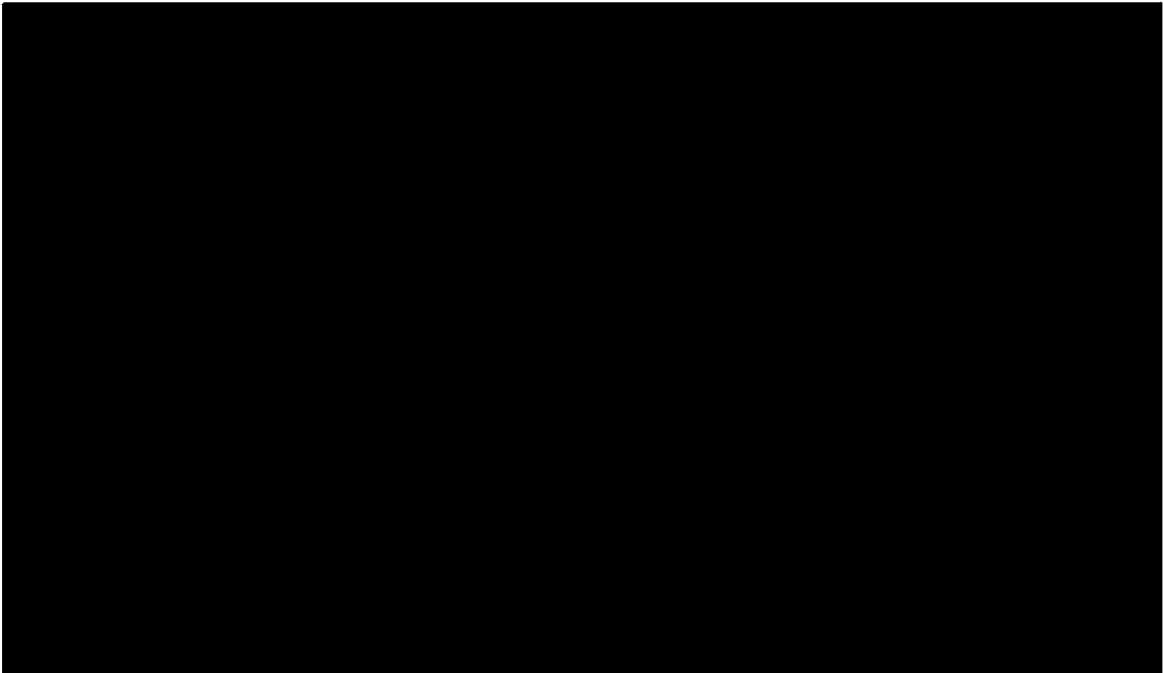
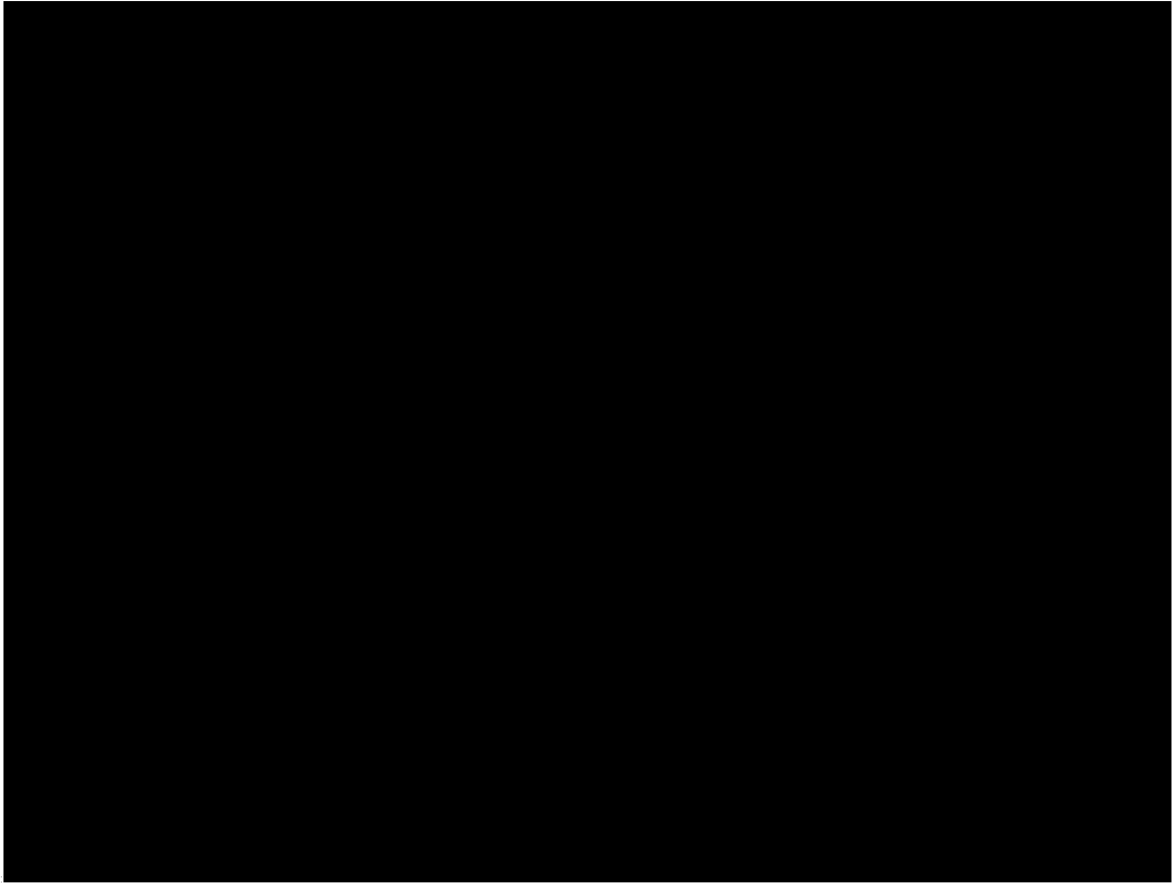
[REDACTED]

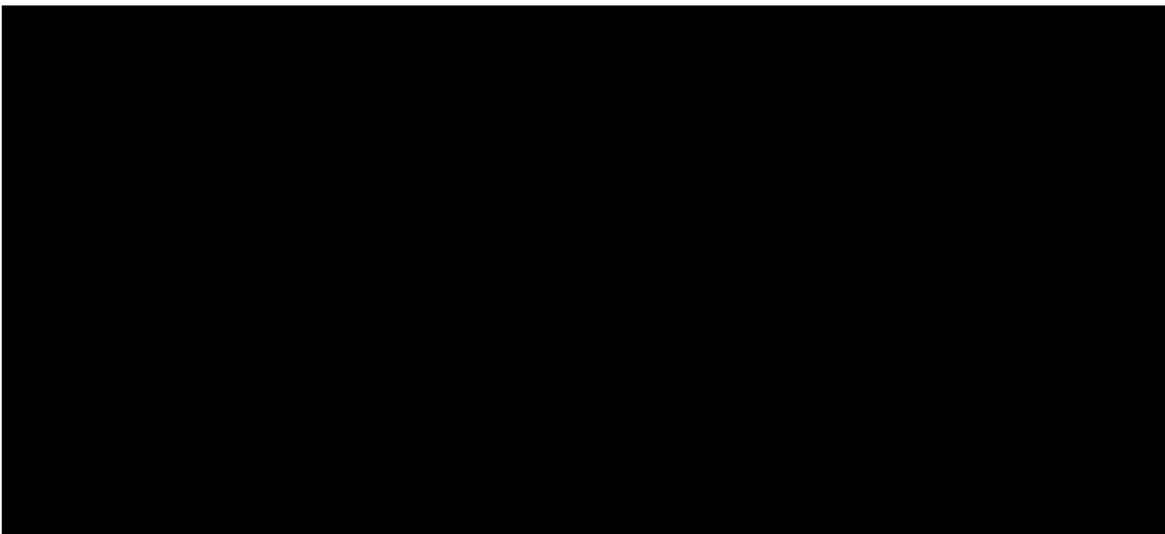
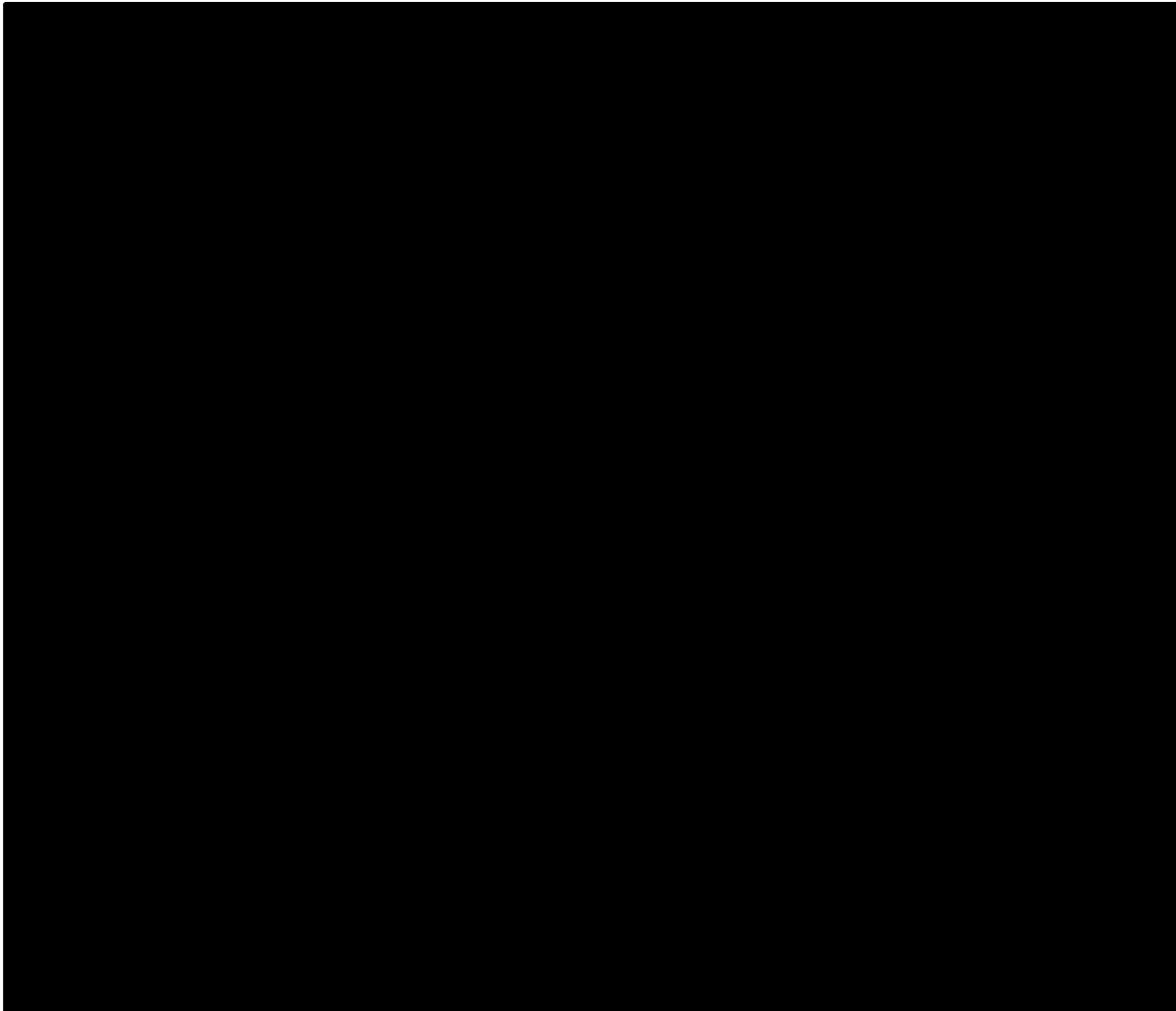
Effective as of the Effective Transfer Date and subject to the obligations mentioned herein (especially the full payment of the Amount), all of the Transferor's rights, title and interest in and to the Transferred Assets will be transferred and delivered to Transferee and Transferee hereby accepts the Transferred Assets

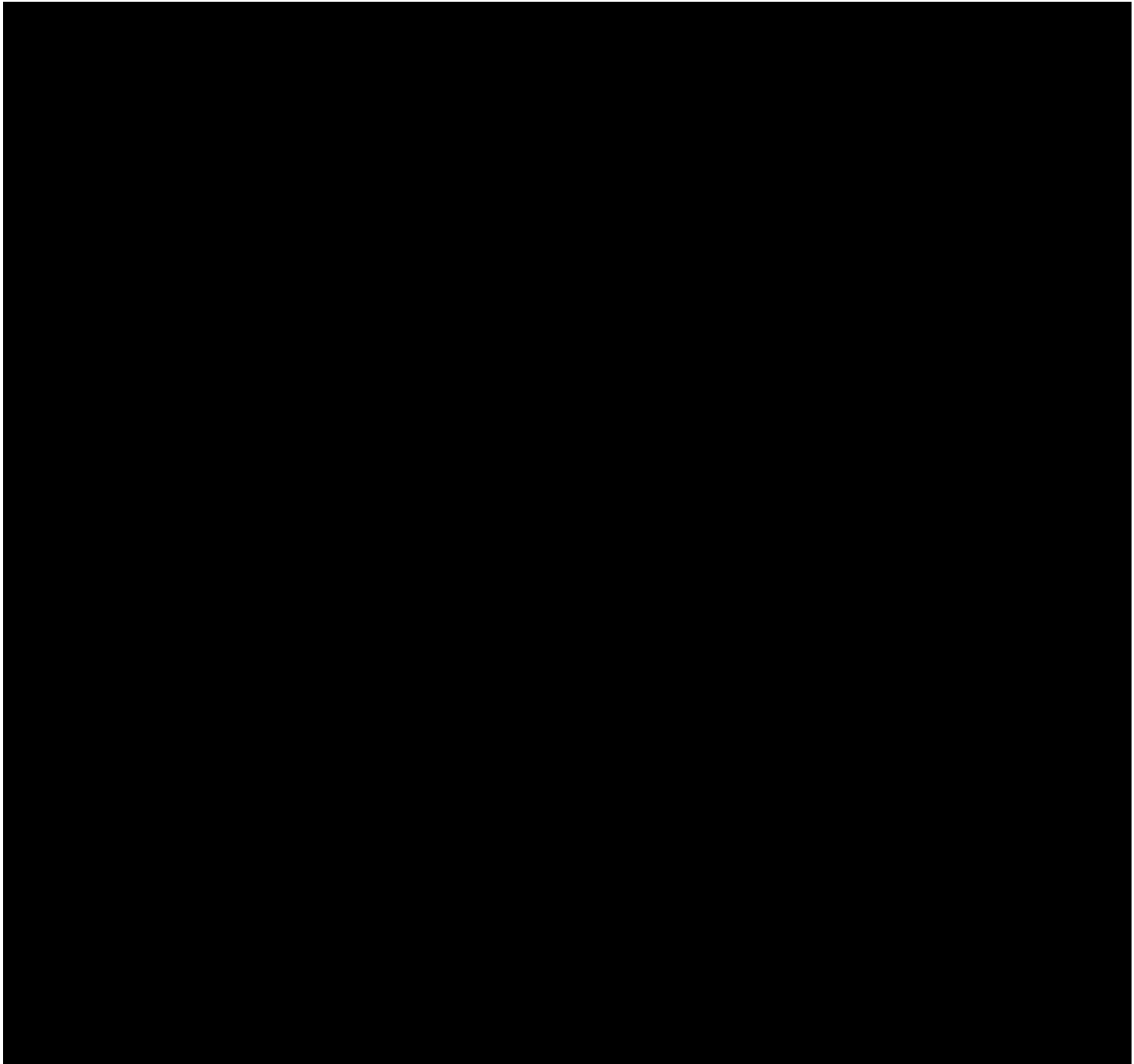
[REDACTED]

[REDACTED]



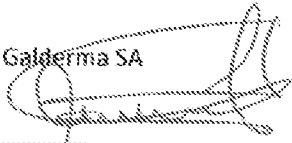






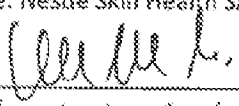
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Transferee and the Transferor as of the date first above written.

Transferor: Galderma SA

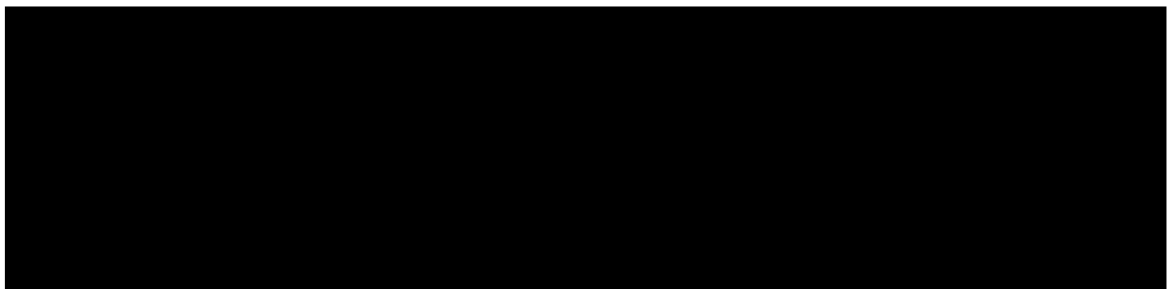
By: 

Name: John Kallon

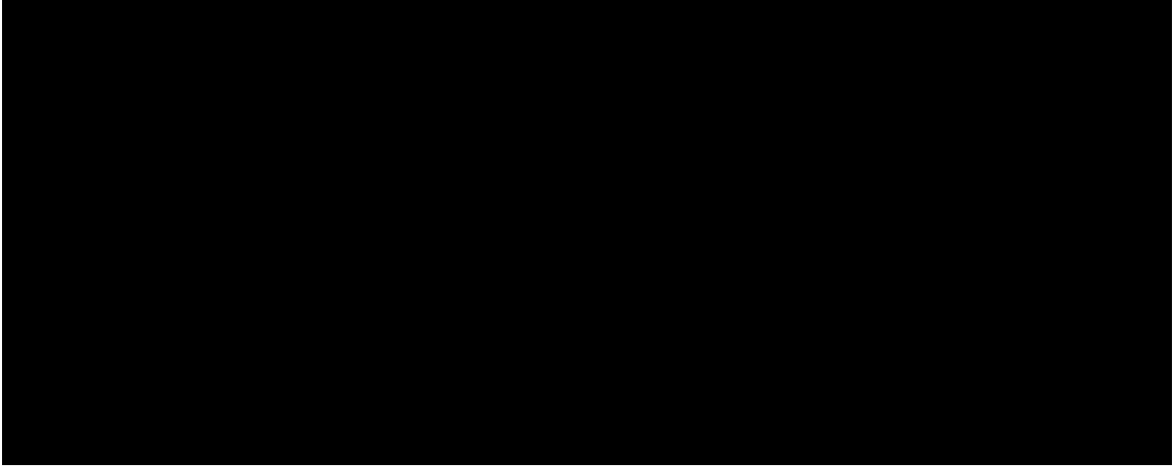
Transferee: Nestlé Skin Health SA

By: 

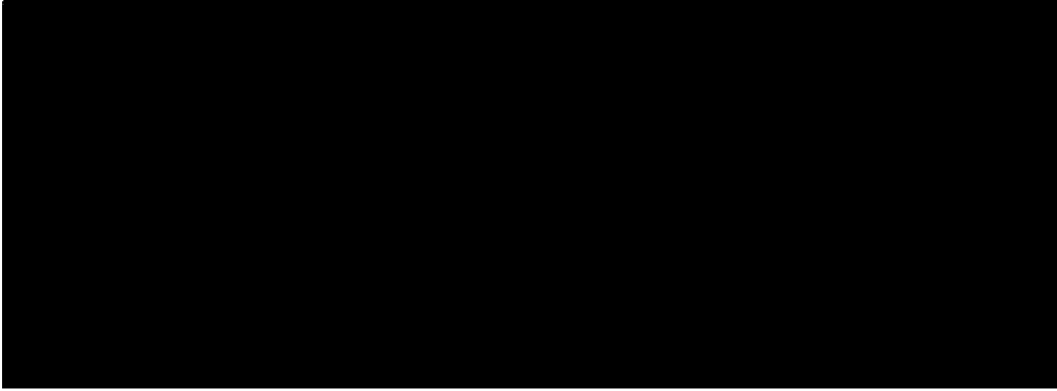
Name: Humberto C. Antares

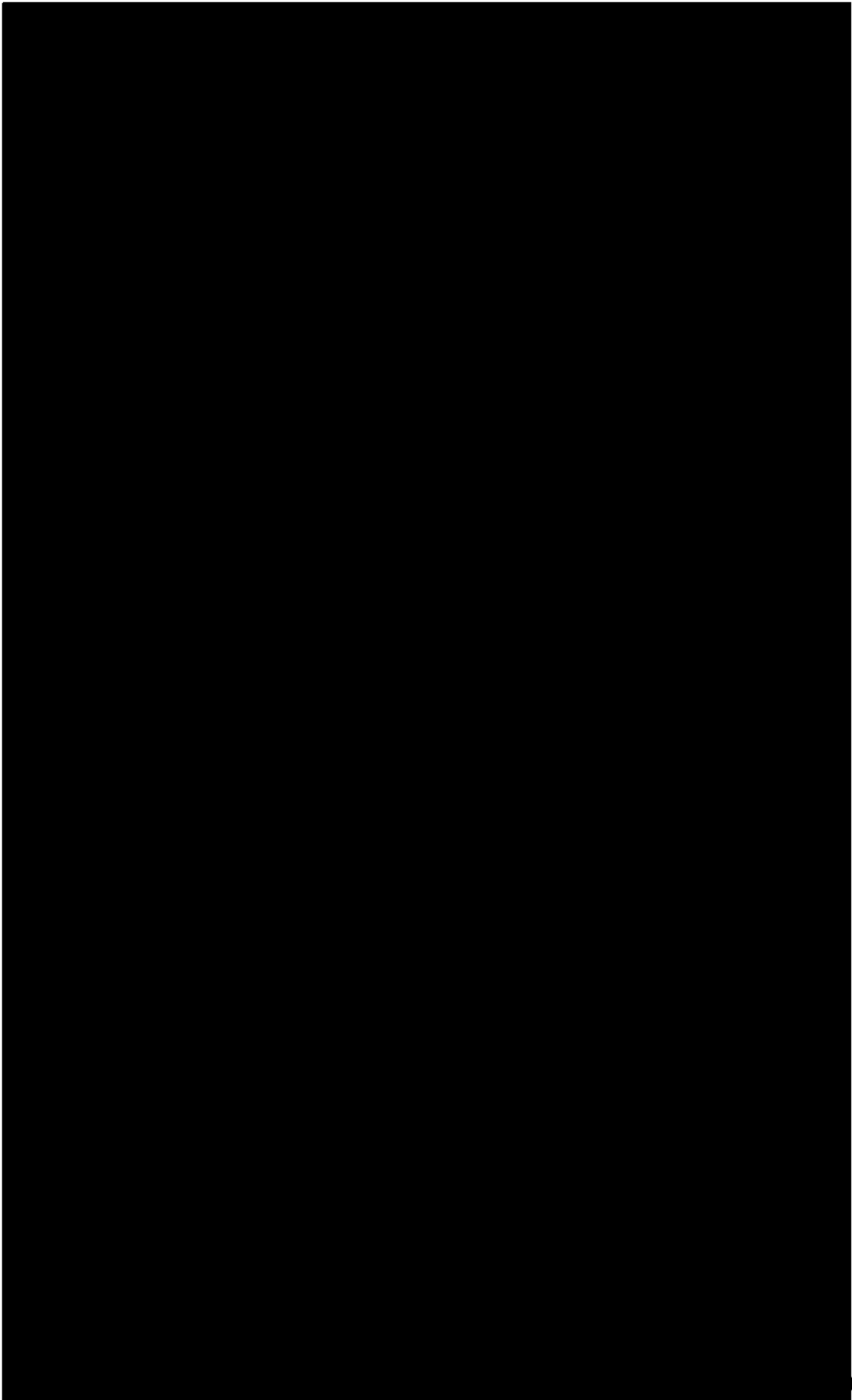


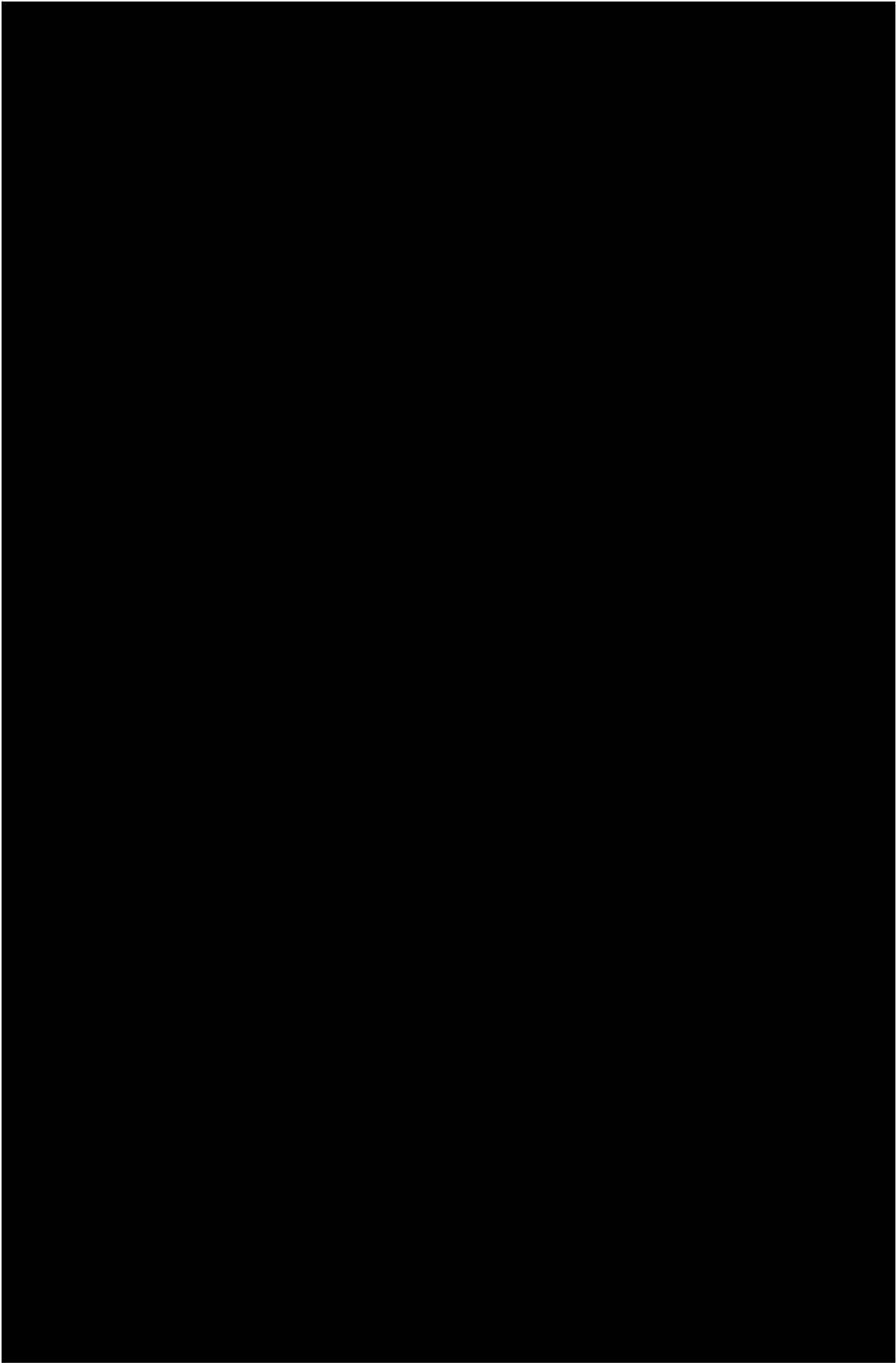
ENCLOSURE 1

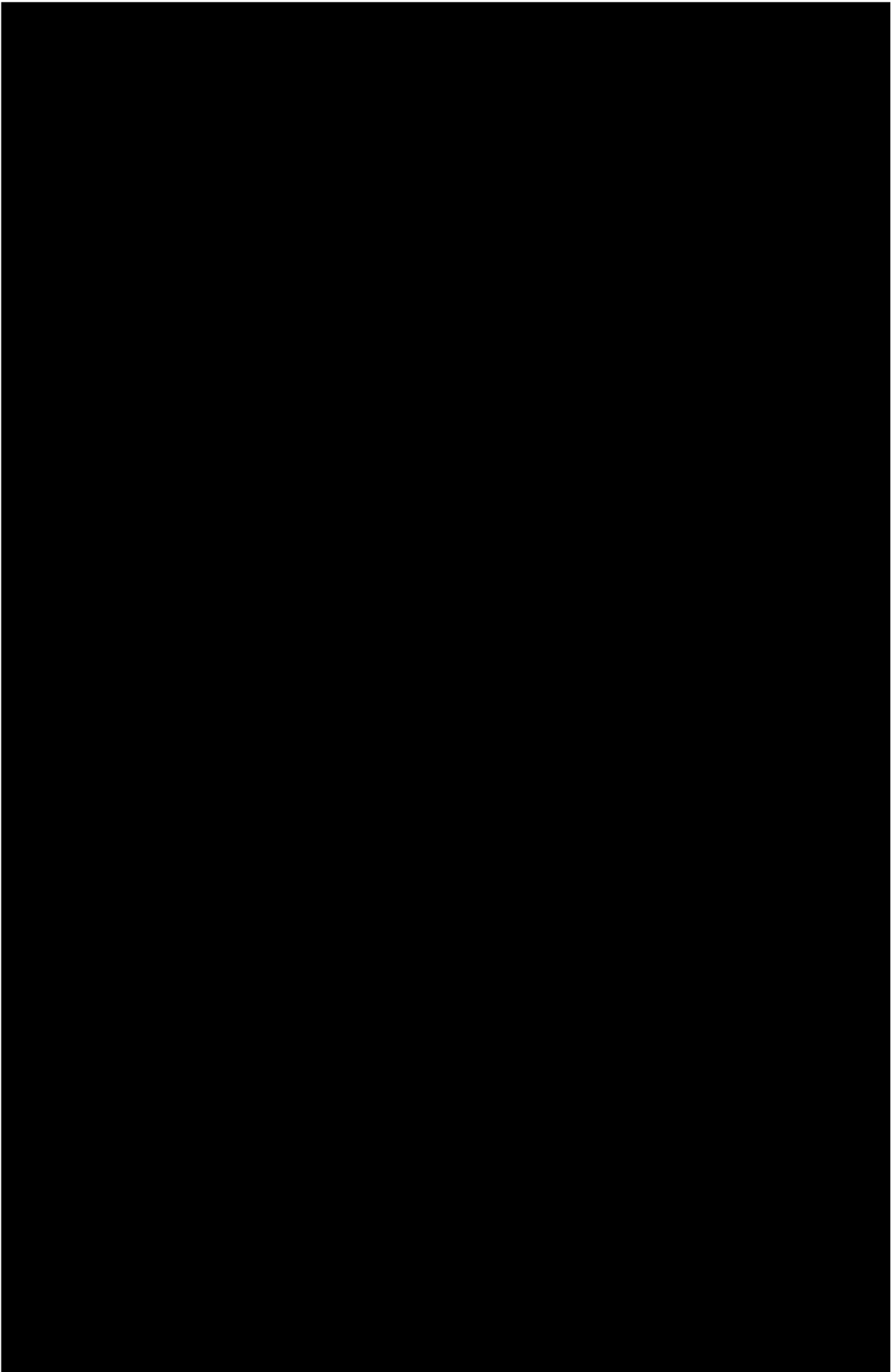


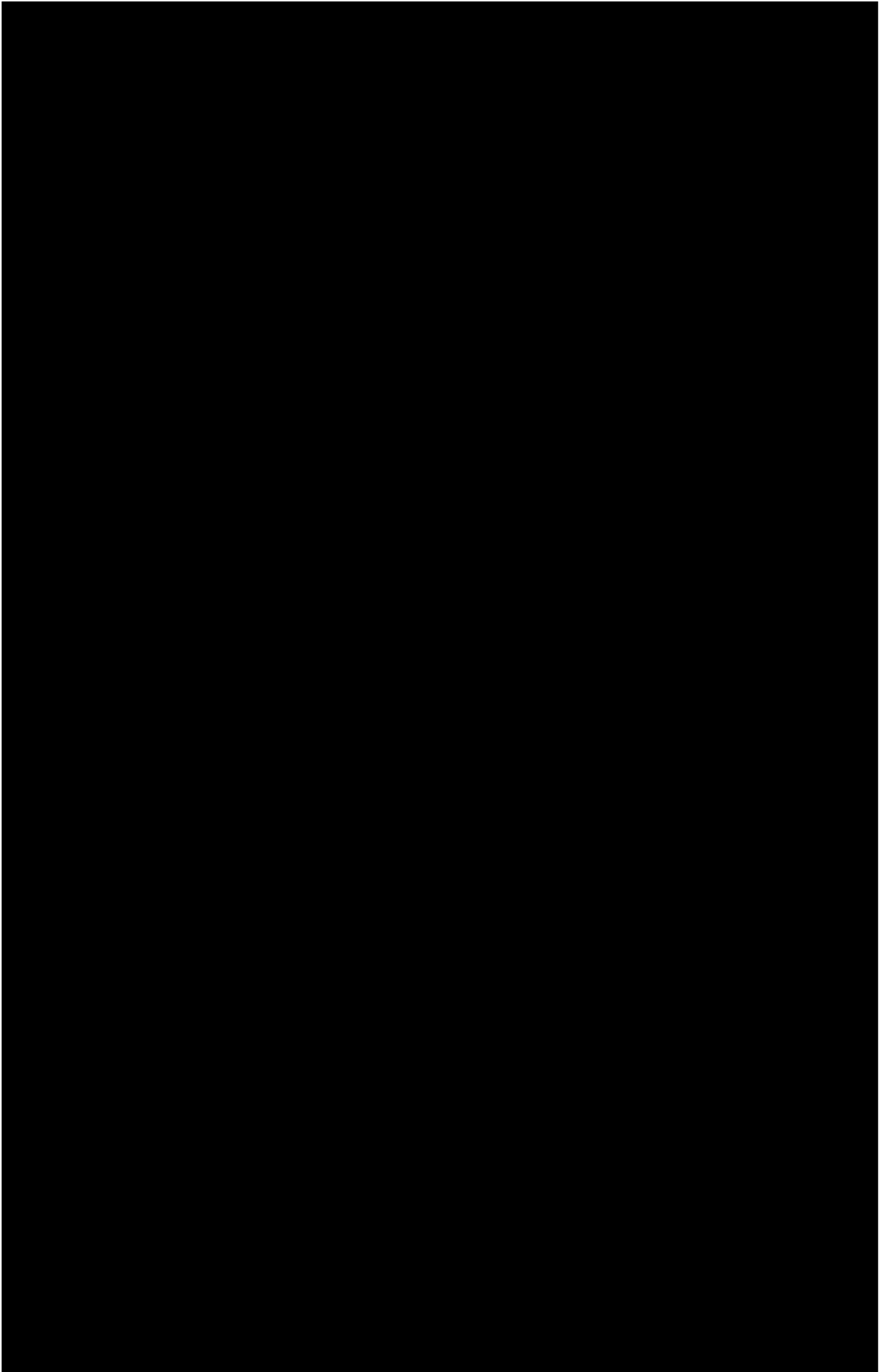
ENCLOSURE 2

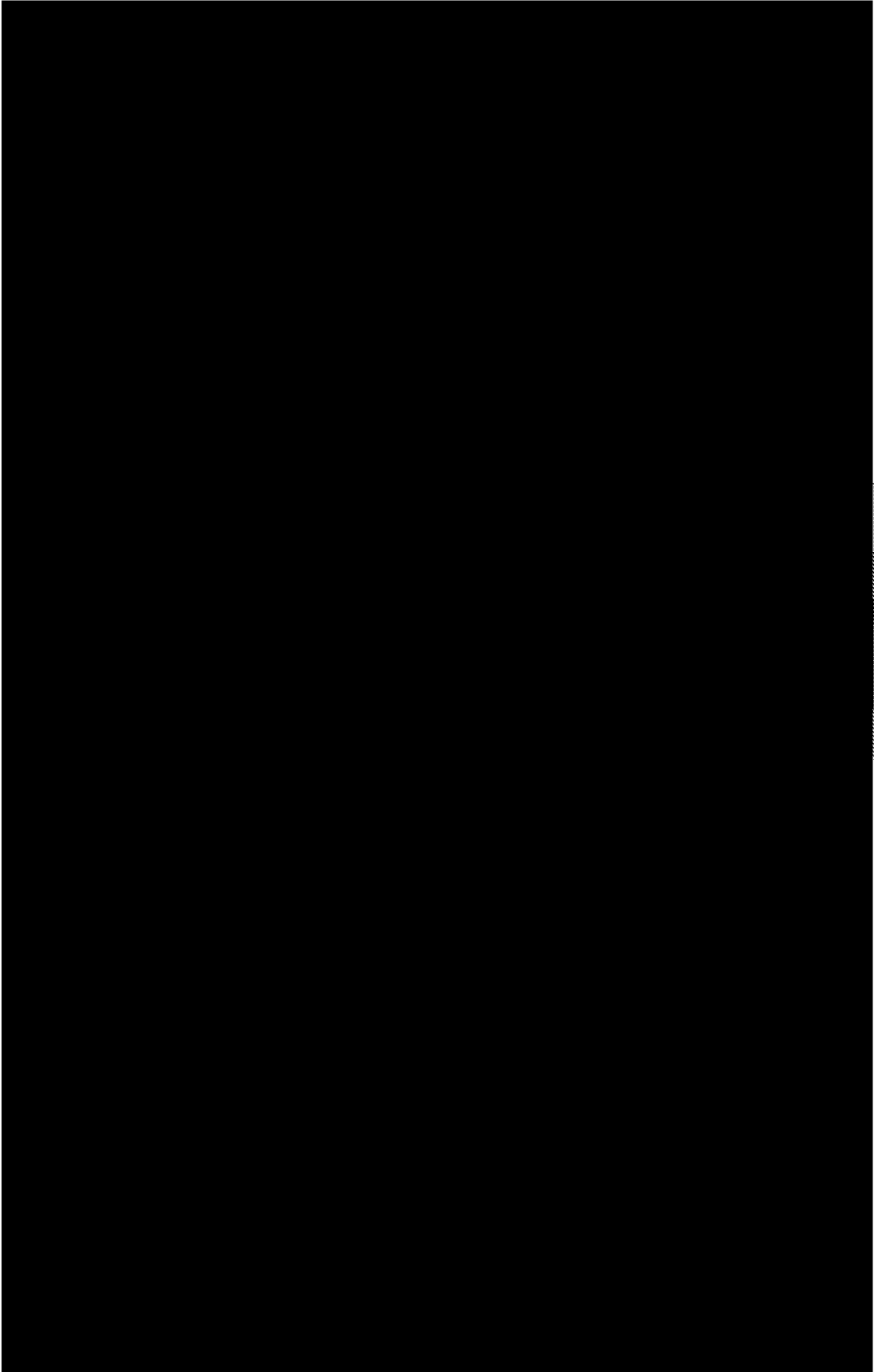


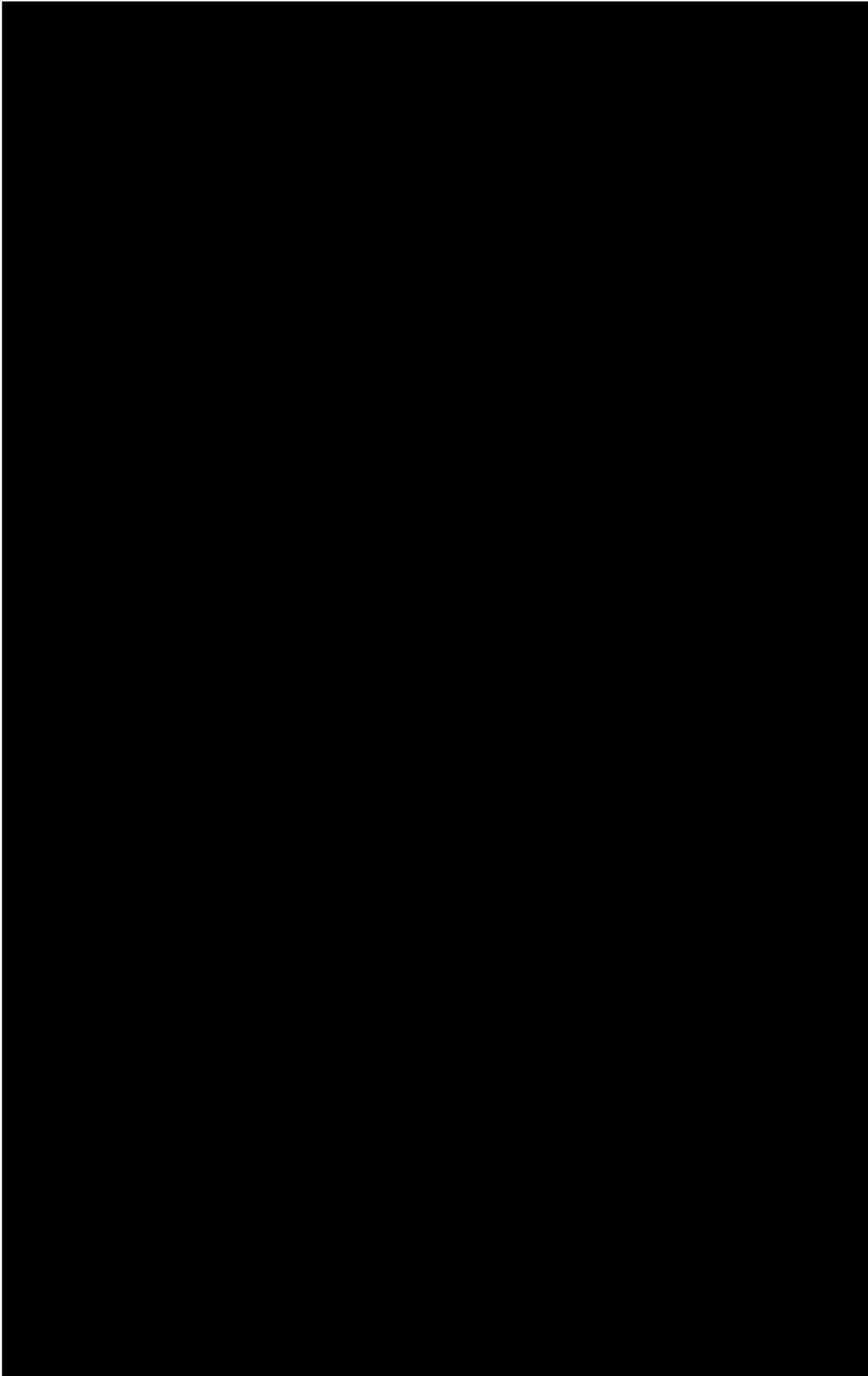


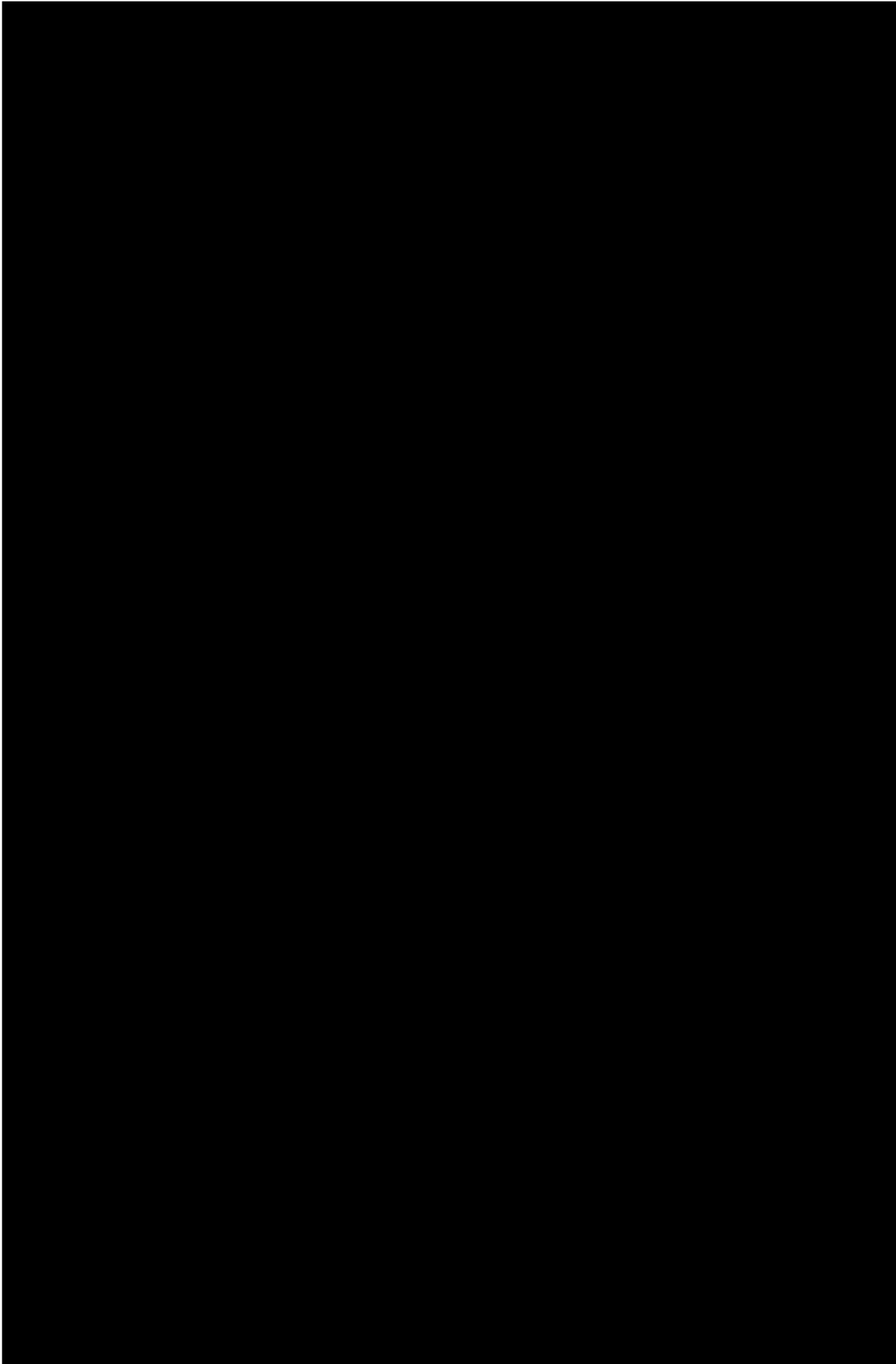


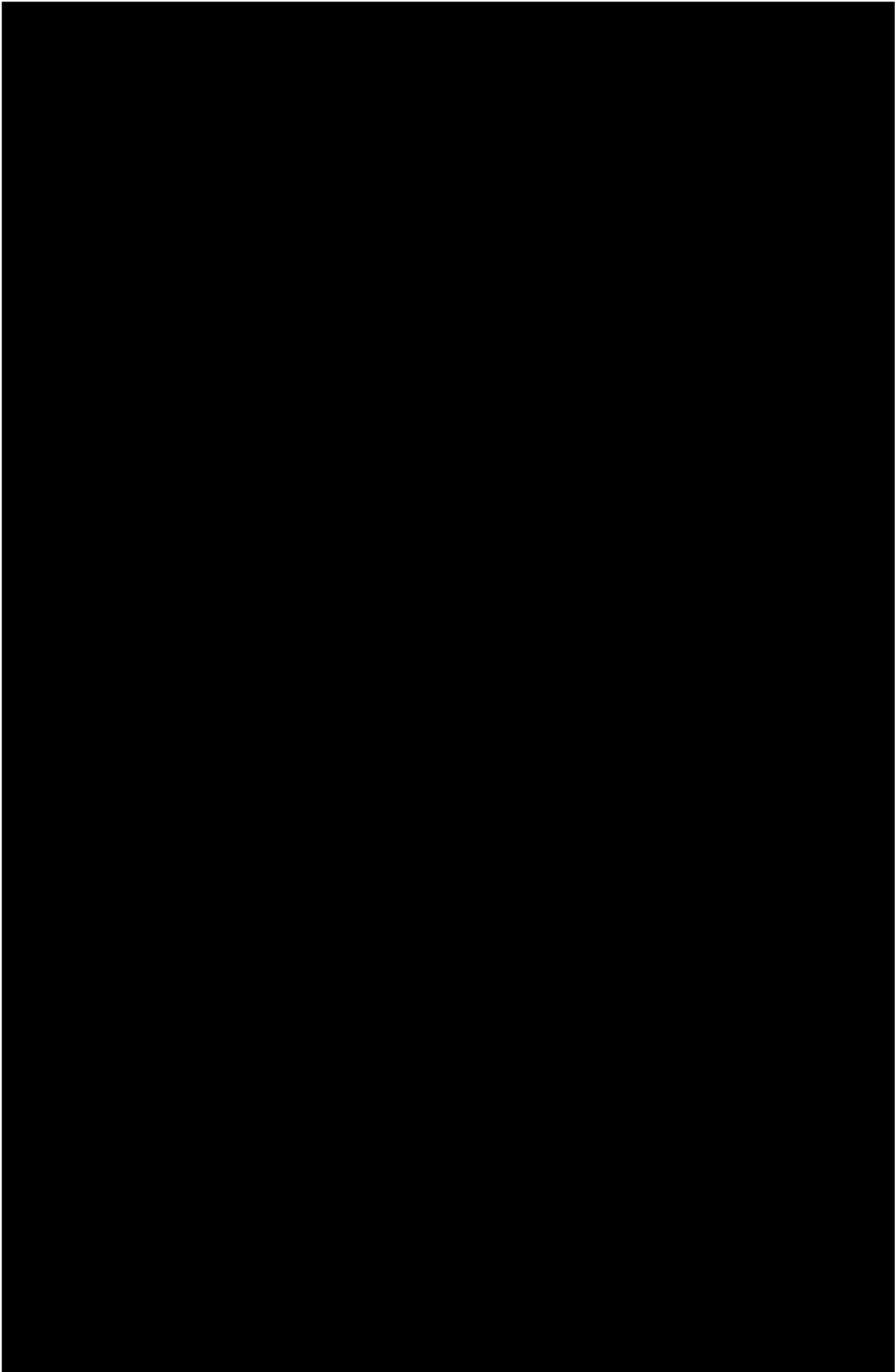




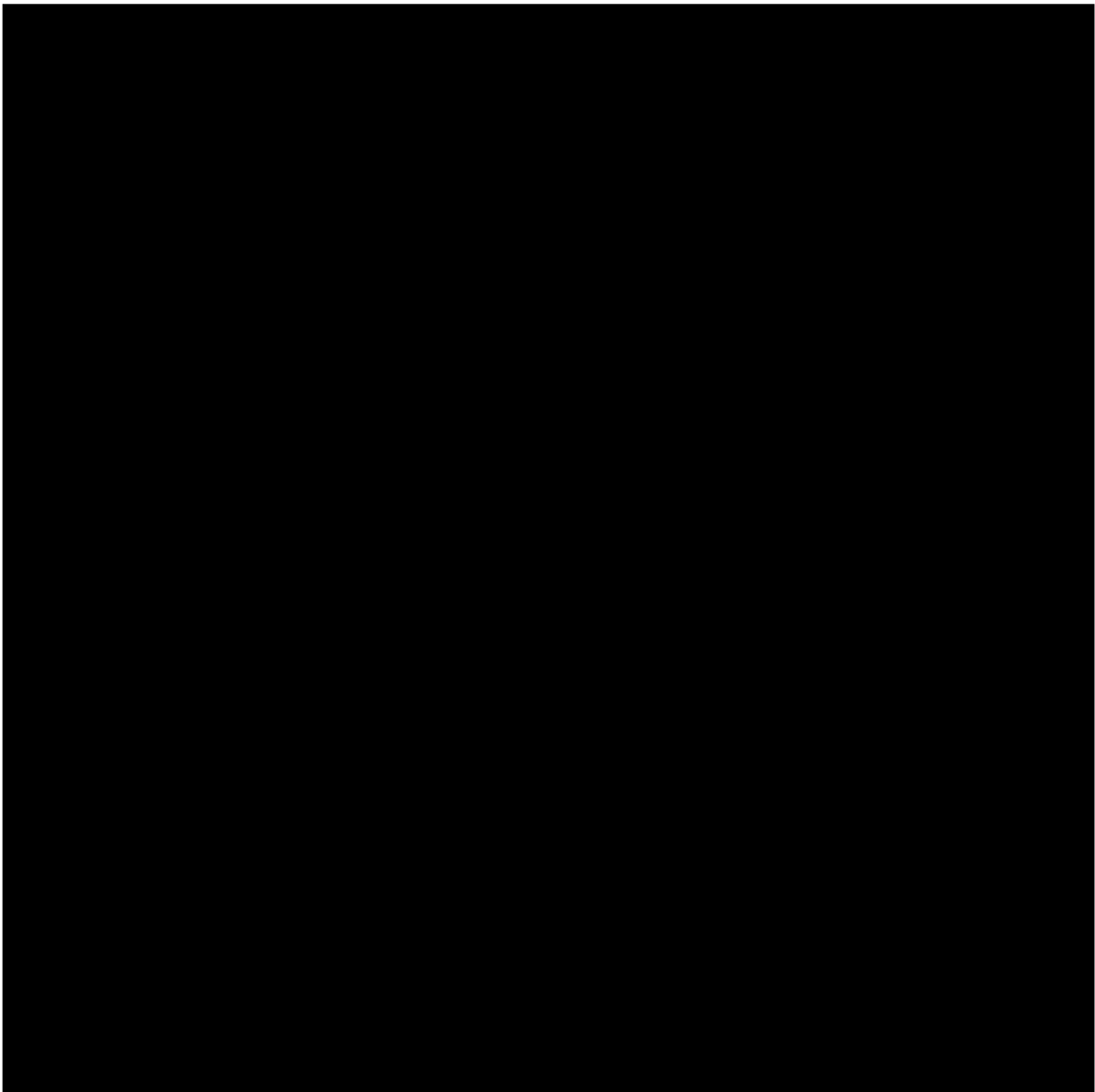








PATENT
REEL: 056106 FRAME: 0117



Patent

(including any continuations, provisionals, continued prosecution applications, extensions or reissues thereof, including divisions, and any corresponding foreign patents to the foregoing)

Family Number	Priority Filing date	Priority Filing Number
GAL01002	4/5/2004	60/281,916
GAL03004	27 May 2002	60/473,611
GAL03005	7/23/2003	0828,087
GAL04001	25 May 2004	60/574,142
GAL07004	27 Jul 2007	60/952,288
GAL08002	21 Dec 2007	61/015,912
GAL08010	26 Oct 2009	61/254,805
GAL08009	19 Nov 2008	12/621,343
QA01124	17 May 2008	61/128,339
QA96136	04 Apr 2003	0305048
QA98137	20 Sep 1998	9611510
GAL02001	19 Jun 1998	9607802
GAL07003	25 Oct 2002	16/280480
GAL08001	03 Jan 2007	11/648,941
GAL10372	02 Jun 2006	12/136,498
GAL10374	20 Oct 2010	61/374,892
GAL10375	20 Oct 2010	61/394,906
GAL12012	20 Oct 2010	61/394,931
GAL12013	13 Nov 2012	61/725,058
GAL13008	13 Nov 2012	61/725,257
GAL13016	23 Mar 2013	1352055
GAL13017	27 Sep 2013	29468260
GAL13018	27 Sep 2013	29468299
GAL13020	27 Sep 2013	29468270
GAL13029	28 Jun 2012	PC/EP/2013/032716
GAL13031	28 Jun 2012	PC/EP/2013/063716
GAL13033	30 Sep 2013	12186615.7
GAL13044	30 Sep 2013	EP/1186615.6
GAL14003	11/29/2013	1306603.2
GAL14005	1/31/2014	1410506.8
GAL14007	08 Jul 2013	61/843,540
GAL14008	08 Jul 2013	61/843,540
GAL14012	29 May 2014	62/004,293
GAL14013	29 May 14	62004,298
GAL14014	29 May 14	62004,281
GAL14015	29 May 14	62004,285
GAL14016	28 Jun 2014	62/016,324
GAL14018	30 Jun 2014	62/019,067
GAL14022	12 Dec 2014	62/091,231
GAL14023	10 Dec 2014	62/091,248
GAL14026	29 Aug 2014	62/043,603
GAL14028	26 Sep 2013	61/960,740
GAL14029	29 Oct 2014	62/077,047
GAL14031	12 Nov 2014	1480810
GAL14032	20 Nov 2014	1461270
GAL14033	12/12/2014	14537041.5
GAL14036	12/15/2014	1450764.9
GAL15001	12 Feb 2013	1351182
GAL15007	13 Mar 2013	13159026.6
GAL15008	25 Mar 2013	13160792.1
GAL15009	08 Apr 2013	13163080.5
GAL15010	08 Apr 2013	13163051.3
GAL15011	08 Apr 2013	13163061.9
GAL15012	09 Apr 2013	13163087.0
GAL15013	09 Apr 2013	13163056.0
GAL15014	09 Apr 2013	13163060.6
GAL15015	09 Apr 2013	13163071.2
GAL15016	01 Jun 2013	13305841.7
GAL15018	01 Jun 2013	13170160.6
GAL15028	27 Jul 2013	13178528.8
GAL15030	06 Aug 2013	13180024.0
GAL15031	06 Aug 2013	13180022.4
GAL15032	06 Aug 2013	1337787
GAL15043	31 Aug 2013	13396335.9
GAL15046	24 Sep 2013	13396468.6
GAL15047	13 Oct 2013	13396622.0
GAL15048	13 Oct 2013	13396620.4
GAL15051	17 Nov 2013	13398821.6
GAL15054	17/18/2013	13201265.2
GAL15056	18/29/2013	13201927.8
GAL15057	12/29/2013	13202921.0
QA03184	17 Sep 1998	09/156,280
QA04126	12 May 2003	0305684
QA05045	18 Mar 2004	0402798
QA05070	25 Feb 2003	0501949
QA05097	17 Mar 2003	0502645
QA05293	17 Jun 2005	0506182
QA05294	28 Jul 2005	05291612.0
QA05272	28 Jul 2005	05291611.1
QA05293	30 Sep 2005	0510025
QA05456	14 Oct 2005	0510504
QA06132	30 Dec 2006	0612856
QA06170	13 Apr 2006	0603472
QA06377	13 May 2006	0604504
QA06380	12 Oct 2006	0604237
QA06425	12 Oct 2006	0604239
QA06496	19 Dec 2006	60/825,520
QA06551	19 Dec 2006	60/875,523
QA07456	21 Dec 2006	EP/06126867.6
QA08190	27 Dec 2007	0709660
QA08600	02 Jun 2008	0803656
QA10249	23 Dec 2009	61/193,283
QA10350	28 Sep 2010	61/387,260
QA10376	28 Sep 2010	61/387,260
QA10377	21 Oct 2010	1058610
QA10378	21 Oct 2010	1058611
QA11176	21 Oct 2010	1058612
QA11393	21 Oct 2010	61/490,850
	11/29/2013	61/548,838

PATENT

GAL1294		13 Oct 2011	61/548,844
GAL1317		28 Apr 2012	61/635,406
GAL13003		18 Mar 2013	61/784,030
GAL13020		12 Jun 2013	61/632,282
GAL10007		28 May 2010	61/341,385
GAL07003		08 Feb 2007	60/832,661
GAL27002		13 Jan 1997	9/207,334
GAL13046		09 Jun 2012	62/012,382
GAL11012		18 Feb 2011	60/854,403

Domain names

