PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7848047

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
GALDERMA S.A.	04/22/2021

RECEIVING PARTY DATA

Name: NESTLE SKIN HEALTH S.A.		
Street Address:	AVENUE GRATTA-PAILLE 2	
City:	LAUSANNE	
State/Country:	SWITZERLAND	
Postal Code:	1018	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	18184439

CORRESPONDENCE DATA

Fax Number: (202)672-5399

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.

Phone: (202) 295-4621

Email: ipdocketing@foley.com, jcormier@foley.com

SUNIT TALAPATRA Correspondent Name: Address Line 1: **FOLEY & LARDNER LLP**

Address Line 2: 3000 K. STREET, N.W., SUITE 600

Address Line 4: WASHINGTON, D.C. 20007

ATTORNEY DOCKET NUMBER:	105153-9732
NAME OF SUBMITTER:	JENNIFER A. CORMIER
SIGNATURE:	/Jennifer A. Cormier/
DATE SIGNED:	03/15/2023

Total Attachments: 30

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ASSET TRANSFER AGREEMENT

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

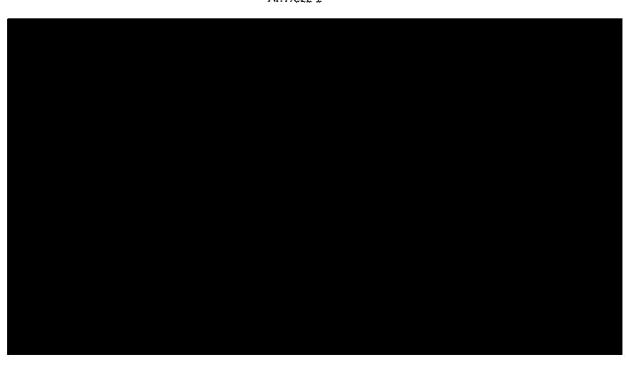
WHEREAS the Transferor owns patents patents that the parties wish to transfer by the Transferor to the Transferee in exchange for a consideration to Transferor by Transferee, as described below

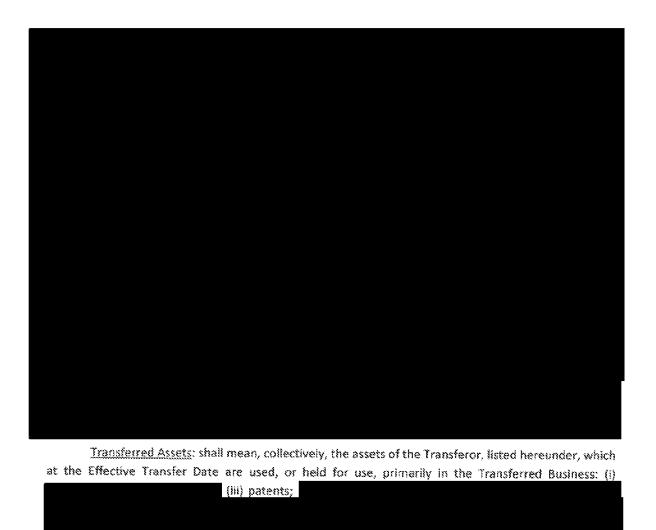
WHEREAS the parties hereto desire that the Transferor assign, convey, transfer or deliver, to the Transferee certain assets, properties and rights and that the Transferee assumes certain liabilities and obligations relating to this business in each case as set forth in this Agreement.

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

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





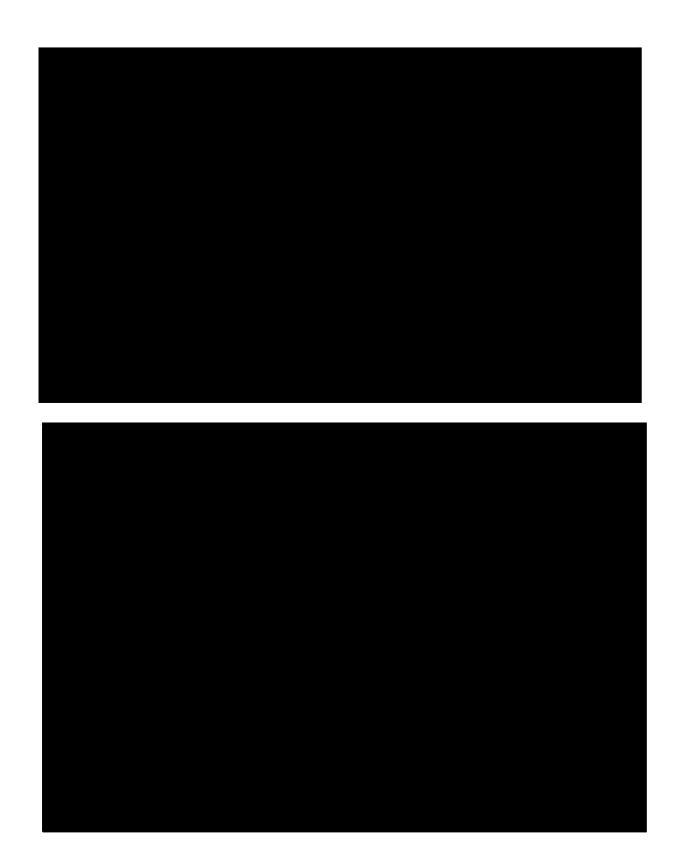
ARTICLE 2

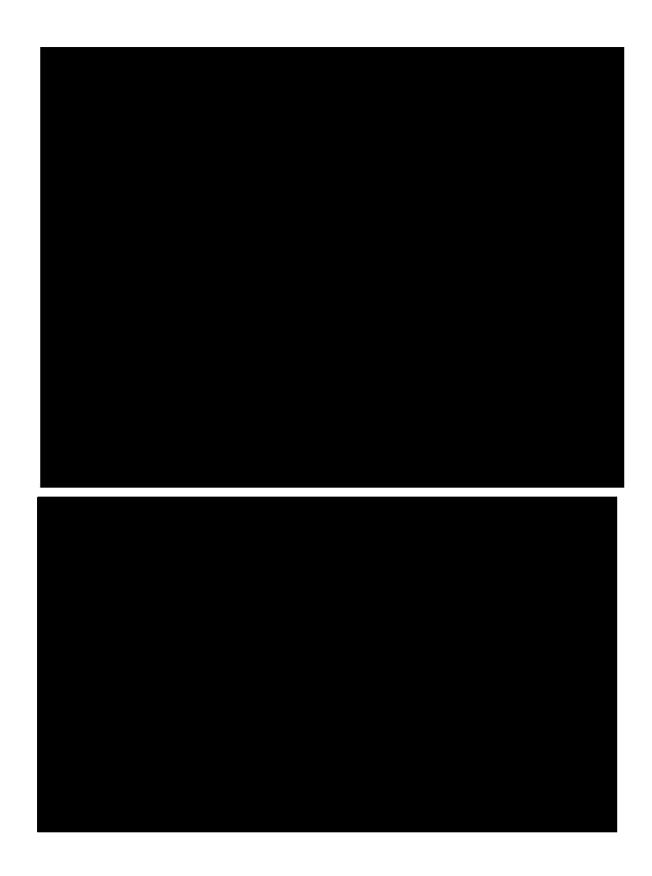
ASSIGNMENT OF TRANSFERRED ASSETS

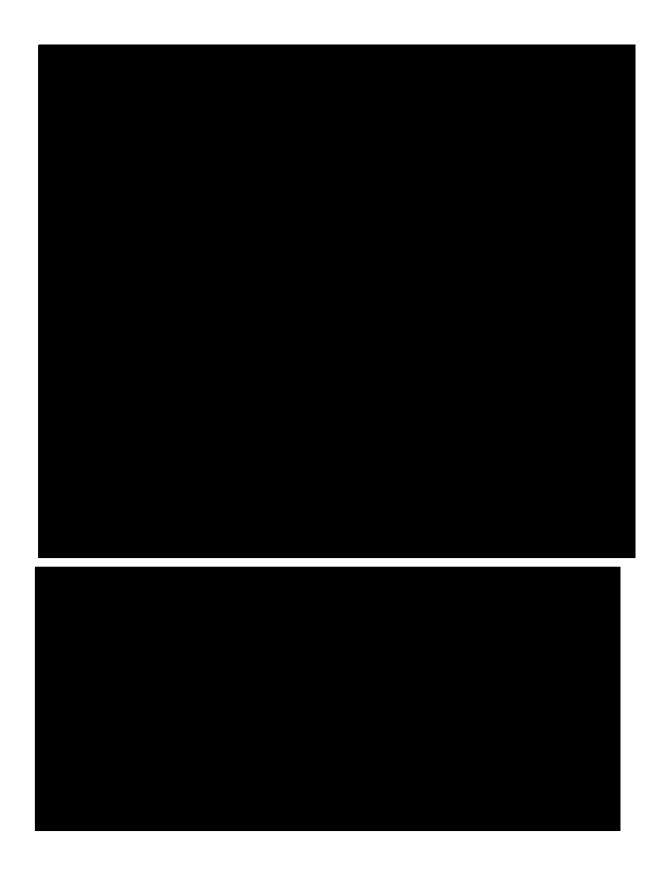
AND ASSUMPTION OF ASSUMED LIABILITIES



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









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

Ву: ___

Name: / U. Kallon

Transferee: Nestlé Skin Health SA

Name: Humberto C. Antines

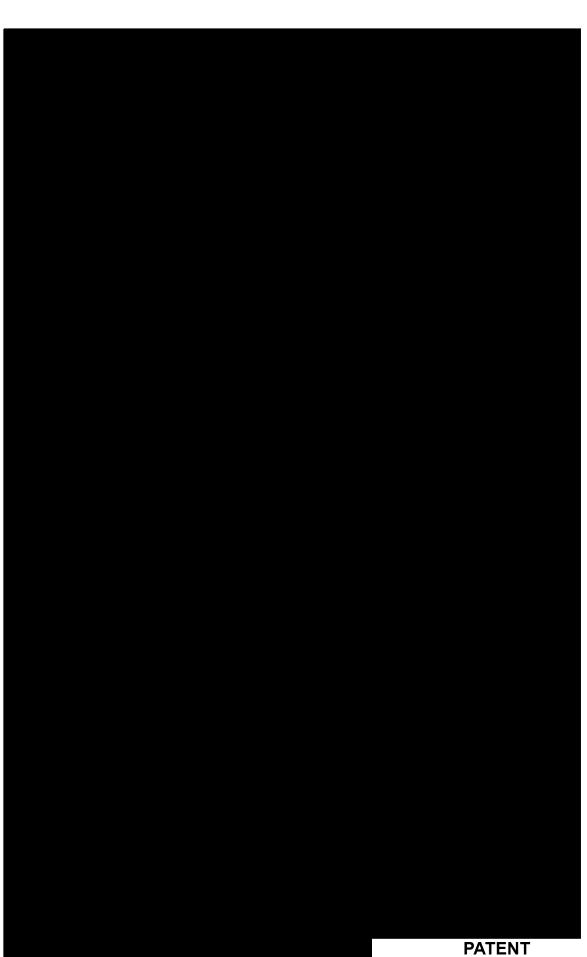


ENCLOSURE 1

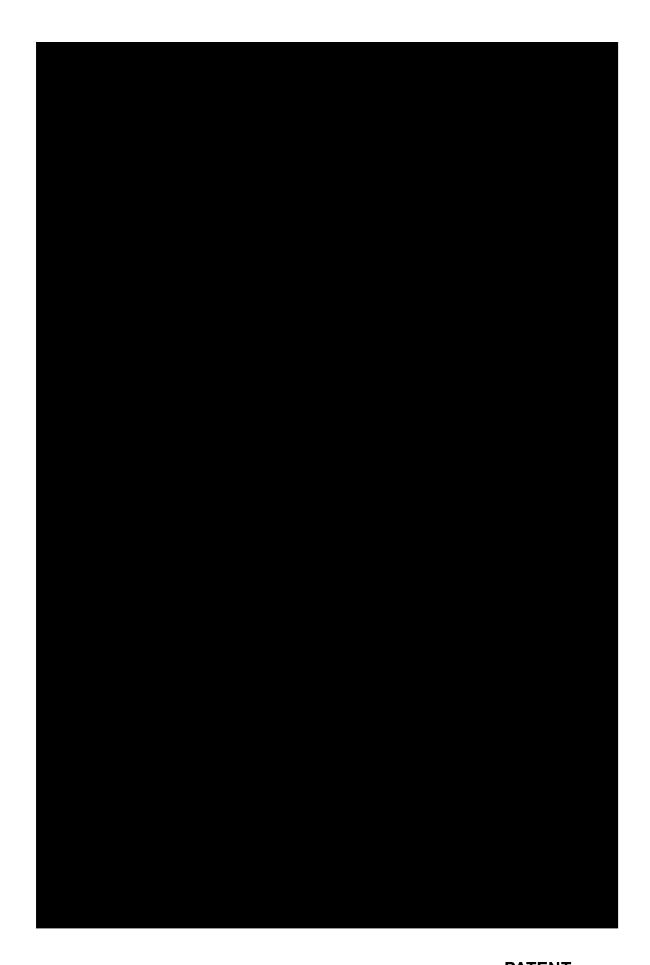


ENCLOSURE 2

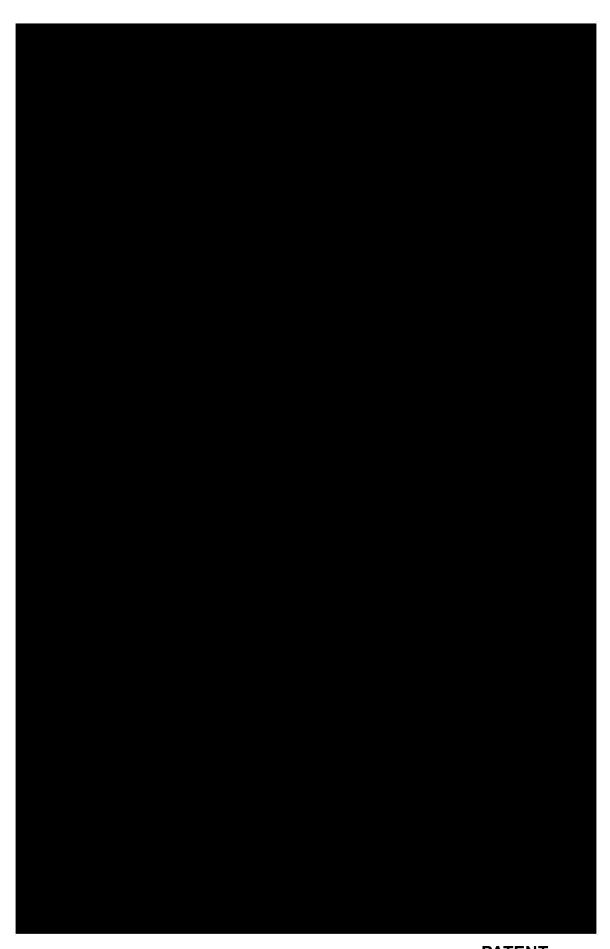


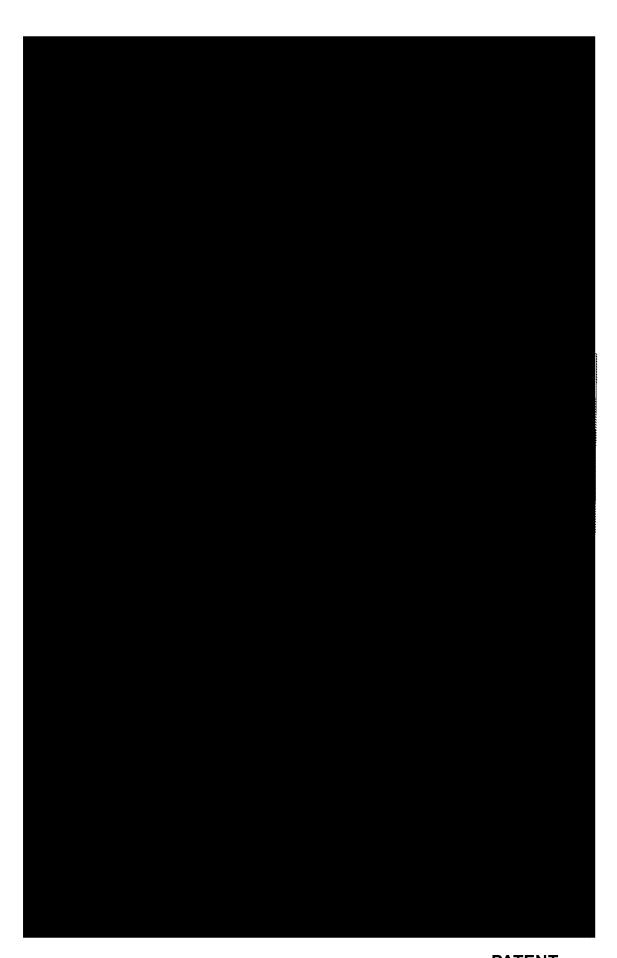


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<u>Patent</u>

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

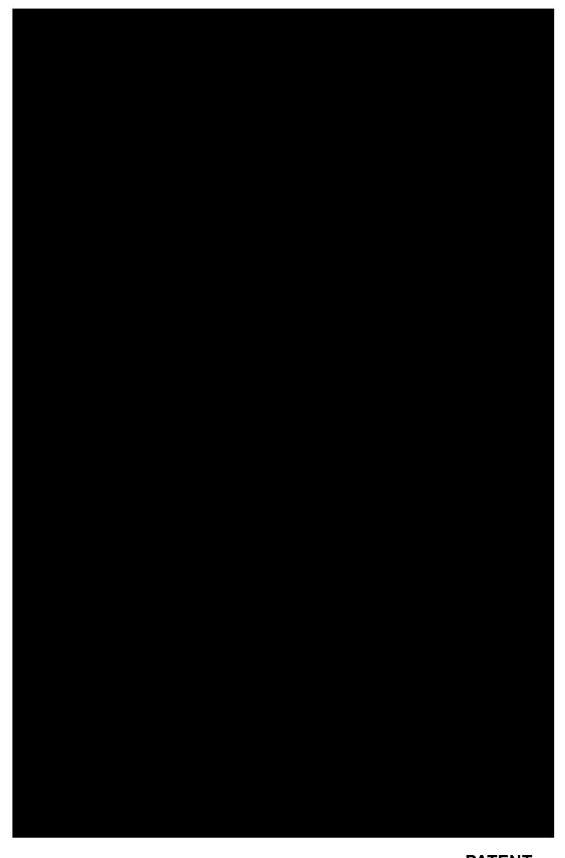
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Domain names







AMENDMENT TO ASSET TRANSFER AGREEMENT

Reference is made to that certain Asset Transfer Agreement, dated as of February 10, 2016, among Galderma SA (the "Transferor") and Nestlé Skin Health SA (the "Transferee").

This Amendment to the Asset Transfer Agreement (this "Amendment") is entered into as of <u>April 22, 2021</u> by and among the Transferor and the Transferee ("Effective Date of Amendment").

WITNESSETH

WHEREAS, the Transferor and Transferee are parties to the aforementioned Asset Transfer Agreement dated as of February 10, 2016 ("the Agreement").

WHEREAS, the parties wish to amend the Agreement to identify additional assets as indicated on the accompanying Schedule.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Asset Transfer Agreement, the parties agree as follows.

- 1. <u>Defined Terms</u>. Capitalized terms used herein that are not otherwise defined shall have the respective meanings assigned to such terms in the Agreement.
- 2. Amendment to the Agreement. The existing Agreement is hereby amended by supplementing the Schedule following the heading "Patent" with the Schedule attached as Exhibit A hereto.

3. Effect of this Amendment.

- (a) Except and unless as specifically amended hereby, all terms, conditions, covenants, representations and warranties contained in the Agreement shall remain in full force and effect.
- (b) From and after the Effective Date of the Amendment, the term "Agreement" in the Asset Transfer Agreement, and all references to the Agreement, shall mean the Asset Transfer Agreement as amended by this Amendment.
- 4. <u>Successors and Assigns</u>. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted by the Agreement.

1 of 3

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment as of the date set forth above.

TRANSFEROR GALDERMA SA

By:	Witnessed By:
Name:Arthur Staedier Head of Group Accounting	Name: Stylone CLOT
Title:	Date: <u>12 April 2011</u>
Date: <u>22 April 224</u>	
*	
By: <u>Ull 1/4</u>	Witnessed By:
Name: Nakisa SERRY General Counsel &	Name: Stank Obt
Title: Chief Compliance Officer	Date: 26 April 2021
Date: 26 April 2521	

TRANSFEREE NESTLÉ SKIN HEALTH SA	Language de la companya de la compa
Ву:	Witnessed By:
Name:	Name: Stephanie Clot
Name: Antion Standard Antion Standard Head of Group Accounting Title:	Date: <u> </u>
Date: <u>22 April 22</u>	v ·
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By: Valo- June	of start of the same of the sa
Name:	Witnessed By:
Nakisa SERRY General Counsel & Chief Compliance Officer Title:	Name: SPARECLOT
n. 96 And Page	Date: 26 APP 2021

SCHEDULE

Country	Application No.	Filing Date	Title	Ref. No.
РСТ	PCT/EP2015/071402	18-Sep-15	COMPOSITION COMPRISING A COMPOUND FROM THE FAMILY OF AVERMECTINS AND DOXYCYCLINE FOR THE TREATMENT OF ROSACEA	GAL14027
FR	1458799	18-Sep-14	COMPOSITIONS COMPRISING A COMPOUND FROM THE AVERMECTIN FAMILY AND DOXYCYCLINE FOR THE TREATMENT OF ROSACEOUS	GAL14027
EP	14004350.6	22-Dec-14	COSMETIC SUNSCREEN COMPOSITION	GAL14037
PCT	PCT/EP2015/002592	22-Dec-15	COSMETIC SUNSCREEN COMPOSITION	GAL14037
EP	14004349.8	22-Dec-14	SPRAYABLE COSMETIC SUNSCREEN COMPOSITION	GAL14038
PCT	PCT/EP2015/002593	22-Dec-15	SPRAYABLE COSMETIC SUNSCREEN COMPOSITION	GAL14038
EP	14200385.4	29-Dec-14	CARBOXYL CROSS-LINKED CHONDROITIN HYDROGELS AND THEIR USE FOR SOFT TISSUE APPLICATIONS	GAL14040
PCT	PCT/EP2015/081266	28-Dec-15	CARBOXYL CROSS-LINKED CHONDROITIN HYDROGELS AND THEIR USE FOR SOFT TISSUE APPLICATIONS	GAL14040
PCT	PCT/EP2015/081353	29-Dec-15	GRAFT COPOLYMER	GAL14042
EP	14200376.3	29-Dec-14	GRAFT COPOLYMER	GAL14042
EP	14198793.3	18-Dec-14	GRAFTING OF CYCLODEXTRIN BY AMIDE BONDS TO AN ETHER CROSS-LINKED HYALURONIC ACID AND USES THEREOF	GAL14043
РСТ	PCT/EP2015/080346	17-Dec-15	GRAFTING OF CYCLODEXTRIN BY AMIDE BONDS TO AN ETHER CROSS-LINKED HYALURONIC ACID AND USES THEREOF	GAL14043
EP	16163370.6	31-Mar-16	PLUNGER SLACK SYRINGE	GAL16006
PCT	PCT/EP2017/057725	31-Mar-17	PLUNGER SLACK SYRINGE	GAL16006
PCT	PCT/EP2016/082774	28-Dec-16	METHOD FOR DEACETYLATION OF BIOPOLYMERS	GAL16008
EP	16172241.8	31-May-16	HYDROLYSIS OF ESTER BONDS IN AMIDE CROSSLINKED GLYCOSAMINOGLYCANS	GAL16009
EP	16172225.1	31-May-16	METHOD FOR PREPARING ACYLATED CROSSLINKED GLYCOSAMINOGLYCANS	GAL16009
EP	16172254.1	31-May-16	METHOD FOR DEACETYLATION OF BIOPOLYMERS	GAL16009
EP	15202944.3	29-Dec-15	CARBOHYDRATE CROSSLINKER	GAL16009
PCT	PCT/EP2016/082778	28-Dec-16	METHOD FOR PREPARING ACYLATED CROSSLINKED GLYCOSAMINOGLYCANS	GAL16009
PCT	PCT/EP2016/082781	28-Dec-16	HYDROLYSIS OF ESTER BONDS IN AMIDE CROSSLINKED GLYCOSAMINOGLYCANS	GAL16010
EP	16175864.4	23-Jun-16	CYCLODEXTRIN-GRAFTED CROSS-LINKED HYALURONIC ACID COMPLEXED WITH ACTIVE DRUG SUBSTANCES AND USES THEREOF	GAL16012

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PCT	PCT/EP2017/065152	20-Jun-16	CYCLODEXTRIN-GRAFTED CROSS-LINKED HYALURONIC ACID COMPLEXED WITH ACTIVE DRUG SUBSTANCES AND USES THEREOF	GAL16012
PCT	PCT/EP2017/063029	30-May-17	METHOD FOR CLEAVING AMIDE BONDS	GAL16035
PCT	PCT/EP2016/082770	28-Dec-16	METHOD FOR CLEAVING AMIDE BONDS	GAL16035
PCT	PCT/IB2019/058149	25-Sep-19	INJECTION DEVICE	GAL18004
EP	18196934.6	26-Sep-18	INJECTION DEVICE	GAL18004
EP	18206152.3	14-Nov-18	A DEVICE FOR MOUNTING A SYRINGE NEEDLE TO A SYRINGE BARREL	GAL18014
PCT	PCT/EP2011/068443	21-Oct-11	SUSTAINED-RELEASE TABLET AND PROCESS FOR PREPARING THE SAME	OA1211
PCT	PCT/FR2006/002037	5-Sep-06	METRONIDAZOLE-BASED DERMATOLOGICAL FOAM AND EMULSIONS FOR THE PRODUCTION THEREOF	OA05353
PCT	PCT/FR2006/002038	5-Sep-06	METRONIDAZOLE-BASED DERMATOLOGICAL FOAM AND EMULSIONS FOR THE PRODUCTION THEREOF	OA05354