

Señores

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
DIRECCION DE NUEVAS CREACIONES

E. _____ S. _____

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 09-064203-00003-0000

Fecha: 2009-09-23 17:10:25 Dep. 2020 NUECREACIONE
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Act. 444 RESPUESTAREQUE Folios: 35

Ref Expediente N°. 09-064.203

Solicitud de Patente de Invención titulada: "MÉTODO Y SISTEMA PARA
MEJORAR EL AUTO TRATAMIENTO DE LA ONICOMICOSIS"

Solicitante: SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.

Nuestra Ref: P2009/000122

RESPUESTA AL OFICIO N° 8677 NOTIFICADO
POR FIJACION EN LISTA No. 230, DE FECHA 31 DE JULIO DE 2009,
(EXAMEN DE FORMA)

CARLOS R. OLARTE, mayor de edad y vecino de Bogotá, identificado tal como aparece al pie de mi firma, en mi carácter de apoderado de la sociedad en referencia, me permito dar respuesta al auto proferido por ese Despacho, dentro del término legal previsto en el artículo 39 de la Decisión 486 en los siguientes términos:

1. En respuesta a la única observación del Examinador me permito aportar junto al presente memorial tres (3) documentos de cesión debidamente legalizados, según los artículos 259 y 260 del CPC, en que consta la cesión de seis (6) inventores al solicitante, junto con su correspondiente traducción, según lo previsto en el Art. 26-k de la Decisión 486.

Atentamente,

CARLOS R. OLARTE
CC. No. 79.782.747 de Bogotá
T.P. 74.295

Adjunto: Documentos de Cesión

09-12-2
2

APOSTILLA

(CONVENCION DE LA HAYA DEL 5 DE OCTUBRE DE 1961)

1. PAÍS: ESTADOS UNIDOS DE AMÉRICA
2. ESTE DOCUMENTO PÚBLICO HA SIDO FIRMADO POR: ANNE MARIE FERRARO
3. EN CALIDAD DE: NOTARIO PÚBLICO DEL ESTADO DE NEW JERSEY
4. LLEVA EL SELLO DE: ANNE MARIE FERRARO, NOTARIO PÚBLICO

CERTIFICÓ

5. EN TRENTON, NEW JERSEY
6. EL 24 DE AGOSTO DE 2009
7. POR: R. David Rousseau, Tesorero del Estado de New Jersey
8. No. A372719
9. SELLO: del estado de New Jersey
10. FIRMA: ilegible

Certificado No. 115144101

MAURICE VAEGAS
TRANSDUCTOR E INTERPRETE OFICIAL
INGLES - ESPAÑOL
RES. M. N. J. 17-26

RECONOCIMIENTO

ESTADO DE NUEVA JERSEY) SS:

CONDADO DE UNION)

Aquí certifico que todos los anexos son copias del documento de cesión original de los inventores a **SCHERING-PLOUCH HEALTHCARE PRODUCTS, INC** con respecto de la solicitud de la patente titulada, "**MÉTODOS Y SISTEMAS PARA EL MEJORAMIENTO DEL AUTO-TRATAMIENTO DE ONICOMICOSIS**", dicha cesión ha sido ejecutada por Philip Morgan el 23 de febrero de 2007.

Fecha: 20 de agosto de 2009

Sello

(firmado: Lucinda Corb)

TESTIFICACION NOTARIAL

El día 20 de agosto de 2009, compareció ante mí personalmente **Lucinda Corb** conocida por mí, y conocida la persona cuyo nombre se firma en el anterior o documento adjunto, y reconoció que él/ella mismo ejecuto, de su propia y lo firmó voluntariamente para su propósito.

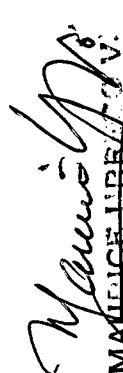
[Firmado] Anne Marie Ferrero
Notario Público del estado de New Jersey
Cuya comisión vence el 14 de febrero de 2010.
(Sello Notarial)

Caso de Patente: FC06591US01

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

- (1) Susan Beth Cantor (2) Jay Philip Morgan (3) Robert Stephen Neumann (4) Glenn Goldberg. (5) Robert T. Nowak y (6) Doreen Frank, residentes respectivamente en
- (1) 14 Settlers Lane, Westfield, New Jersey 07090 Estados Unidos de América
- (2) 2375 Logwood Briar Cove N., Collierville, Tennessee 38017 Estados Unidos de América
- (3) 300 Somerville Road, Basking Ridge, New Jersey 07920 Estados Unidos de América
- (4) 69 April Lane, Nanuet, New York 10954 Estados Unidos de America.


MARILYN L. P. V.
TRADUCTOR E INTERPRETE OFICIAL
INGLES - ESPAÑOL - ESPAÑOL - INGLES
RES. MINUSCULA 1-1-17

- (5) 30 Barberry Lane, Providencia, New Jersey 07920 Estados Unidos de América y
(6) 8 Briar Lane, Lebanon, New Jersey 08833 Estados Unidos de América

por **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, una compañía constituida bajo las leyes del Estado de Delaware, Estados Unidos de América, con domicilio principal en 3030 Jackson Avenue, Memphis, Tennessee 38151, Estados Unidos de América, (de aquí adelante conocido como "CESIONARIO"), por la presente cada uno de nosotros vendemos, cedemos y transferimos a dicho CESIONARIO la totalidad de nuestro derecho, título e interés en todos los países del mundo y todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada

**"METODOS Y SISTEMAS PARA EL MEJORAMIENTO DEL AUTO-
TRATAMIENTO DE ONICOMICOSIS"**

oficialmente identificada por la Oficina de Marcas y Patentes de los Estados Unidos con el número de solicitud No. 11/644,434 presentada el 21 de Diciembre de 2006, y/o por la Organización Mundial de la Propiedad Intelectual con el Número de Solicitud de Patente Internacional _____ presentada el _____, con derecho de presentar solicitudes de patente a nombre del CESIONARIO, su designado o cualquiera o todos nuestros nombres, a su elección, con respecto a las anteriores invenciones y descubrimientos en todos los países del mundo, junto con todos los derechos de prioridad en los anteriores países que deriven de la anterior solicitud de patente bajo la Convención Internacional para la Protección de la Propiedad Industrial, bajo la Convención Inter-americana con relación a Invenciones, Patentes, Diseños y Modelos Industriales y bajo cualquier otro convenio internacional bajo el cual los Estados Unidos ahora o en adelante se convierta en signatario, para cualquier o todas las Patentes que se otorgaran con respecto a cualquiera de las anteriores solicitudes de patente, para cualquier solicitud reivindicando beneficios de prioridad sobre una solicitud de patente provisional u otras solicitudes presentadas sobre dichos inventos, y para cualquier continuación, división, re-otorgamiento, renovación y extensión de la misma de cualesquiera de dichas Patentes, el mismo que debe ser poseído y usufructuado por dicho CESIONARIO, sus sucesores, cesionarios, u otros representantes legales, en todo su alcance por lo que implica el otorgamiento de una patente, de manera tan entera como si hubiera sido poseída y usufructuada por nosotros si esta cesión y venta no se hubiera cristalizado.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos y entregaremos cualquier y todos los documentos necesarios o deseables para perfeccionar el título de los anteriores inventos o descubrimientos, solicitudes de patente, Patentes y continuaciones, divisiones, re-otorgamientos, renovaciones, y extensiones del mismo a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable para el registro del mismo ante la Oficina de Patentes de cualquier país en cuestión, y

Manuel
MANUEL L. F. J.
TRADUCTOR E INTERPRETE OFICIAL
INGLÉS - ESPAÑOL
RES. N.º 11

que nosotros, en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos cualquier solicitud divisional o adicional para patentes de dichos inventos y descubrimientos, o cualquier parte o partes del mismo, y solicitudes de patentes de confirmación, registro e importación con base en dicha Patente y sobre Patentes que salgan otorgadas a partir de dichas solicitudes divisionales y adicionales y renovaciones y extensiones del mismo, y realizaremos las necesarias declaraciones juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales.

Por medio de la presente autorizamos al CESIONARIO adicionar a este instrumento el número de solicitud y la fecha de presentación de dicha solicitud de patentes.

Jay Philip Morgan, (firma ilegible) L.S.

RECONOCIMIENTO

Estado de Tennessee)
Condado de Shelby) s.s.:

El 23 de febrero de 2007, personalmente compareció ante mi Jay Philip Morgan, personaje conocido y el cual ejecutó el anterior instrumento, y el cual afirmó que ejecutó el mismo, por voluntad propia, por lo motivos expuestos en el mismo.
(sello)

(firmado: ilegible)
Donna C. Foster
Notario publico de Tennessee
Mi Comisión vence el día 27 de noviembre de 2010

Yamir Gs
MAU, C. I.
TRADUCTOR E INTERPRETE
INGLES ESPAÑOL

09/122

6

APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1. COUNTRY: UNITED STATES OF AMERICA
2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
ANNE MARIE FERRARO
3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY
4. BEARS THE SEAL/STAMP OF:
ANNE MARIE FERRARO, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY
6. THE 24TH DAY OF AUGUST 2009
7. BY: R. David Rousseau, NEW JERSEY TREASURER
8. NO: A372719
9. SEAL/STAMP:
10. SIGNATURE



[Handwritten Signature]

Certificate Number: 115144101

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

X

ACKNOWLEDGMENT

State of New Jersey }
 }
County of Union }

I hereby certify that the attached is a true copy of the original Assignment from the inventors to **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.** of a patent application entitled, "**METHOD AND SYSTEM FOR ENHANCING SELF-TREATMENT OF ONYCHOMYCOSIS**", said Assignment having been executed by Jay Philip Morgan on February 23rd, 2007,

Date: 8/24/09

Lucinda Corb
Lucinda Corb

Notary attestation:

On this 20th day of August, 2009, personally appeared before me Lucinda Corb to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed same, of his/her own free will for the purpose set forth.

Anne Marie Ferraro
Anne Marie Ferraro
Notary Public of the State of New Jersey
My Commission Expires February 14, 2010

(Seal)

(Joint)

PATENT CASE: FC06591US01

ASSIGNMENT

For good and valuable consideration paid to us,

- (1) Susan Beth Cantor (2) Jay Philip Morgan (3) Robert Stephen Neumann
(4) Glenn Goldberg (5) Robert T. Nowak and (6) Doreen Frank, respectively residing at
(1) 14 Settlers Lane, Westfield, New Jersey 07090 USA;
(2) 2375 Logwood Briar Cove N., Collierville, Tennessee 38017 USA;
(3) 300 Somerville Road, Basking Ridge, New Jersey 07920 USA;
(4) 69 April Lane, Nanuet, New York 10954 USA;
(5) 30 Barberry Lane, New Providence, New Jersey 07974 USA; and
(6) 8 Briar Lane, Lebanon, New Jersey 08833 USA.

by **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, having its principal office at 3030 Jackson Avenue, Memphis, Tennessee 38151, United States of America, (hereinafter called "**ASSIGNEE**"), we each do hereby sell, assign and transfer to said **ASSIGNEE** each of our entire right, title and interest in all countries of the world in and to any and all of our inventions and discoveries described in the patent application entitled

METHOD AND SYSTEM FOR ENHANCING SELF-TREATMENT OF ONYCHOMYCOSIS

and officially identified* by the United States Patent and Trademark Office as Application Number 11/644,434 filed on December 21, 2006, and/or by the World Intellectual Property Organization as International Patent Application Number _____ filed on _____; in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid inventions and discoveries in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that issue on any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said inventions, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which a Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said inventions and discoveries, or any part or

[Handwritten mark]

parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this _____ day of _____, 20_____.

Susan Beth Cantor L.S.

State of _____)
 County of _____) s.s.:

On this _____ day of _____, 20_____, personally appeared before me **Susan Beth Cantor** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

 Notary Public

10

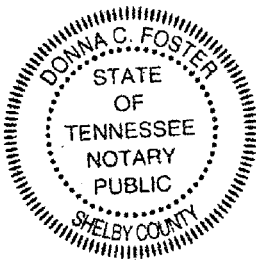
Executed this _____ day of _____, 20____.

Jay Philip Morgan L.S.
Jay Philip Morgan

State of Tennessee)
County of Shelby) s.s.:

On this 23rd day of February, 2007, personally appeared before me Jay Philip Morgan to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)



Donna C Foster
Notary Public

MY COMMISSION EXPIRES:
November 27, 2010

Executed this _____ day of _____, 20____.

Robert Stephen Neumann L.S.

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me Robert Stephen Neumann to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

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Executed this ____ day of _____, 20____.

Glenn Goldberg L.S.

State of _____)
County of _____) s.s.:

On this ____ day of _____, 20____, personally appeared before me **Glenn Goldberg** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this ____ day of _____, 20____.

Robert T. Nowak L.S.

State of _____)
County of _____) s.s.:

On this ____ day of _____, 20____, personally appeared before me **Robert T. Nowak** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

Doreen Frank L.S.

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me **Doreen Frank** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

09-122-2

B

APOSTILLA

(CONVENCION DE LA HAYA DEL 5 DE OCTUBRE DE 1961)

1. PAÍS: ESTADOS UNIDOS DE AMÉRICA
2. ESTE DOCUMENTO PÚBLICO HA SIDO FIRMADO POR: ANNE MARIE FERRARO
3. EN CALIDAD DE: NOTARIO PÚBLICO DEL ESTADO DE NEW JERSEY
4. LLEVA EL SELLO DE: ANNE MARIE FERRARO, NOTARIO PÚBLICO

CERTIFICÓ

5. EN TRENTON, NEW JERSEY
6. EL 24 DE AGOSTO DE 2009
7. POR: R. David Rousseau, Tesorero del Estado de New Jersey
8. No. A372719
9. SELLO: del estado de New Jersey
10. FIRMA: ilegible

Certificado No. 115144064

MINISTERIO DE
RELACIONES EXTERIORES
2009 SET 16 A 9:46
026323
MAURICE URREGO
SECRETARÍA DE ESTADO
DE JUSTICIA

Maurice Urrego
MAURICE URREGO V.
TRADUCTOR E INTERPRETE OFICIAL
INGLES - ESPAÑOL - ESP. - INGLÉS
RES. MINJUCIA 11-1-10

M

RECONOCIMIENTO

ESTADO DE NUEVA JERSEY) SS:

CONDADO DE UNION)

Aquí certifico que todos los anexos son copias del documento de cesión original de los inventores a **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, con respecto de la solicitud de la patente titulada, "**METODOS Y SISTEMAS PARA EL MEJORAMIENTO DEL AUTO- TRATAMIENTO DE ONICOMICOSIS** ", dicha cesión ha sido ejecutada por Susan Beth Cantor, Robert Stephen Neumann, Glenn Goldberg y Robert T. Nowak el 5 de marzo de 2007.

Fecha: 20 de agosto de 2009

Sello

(firmado: Lucinda Corb)

TESTIFICACION NOTARIAL

El día 20 de agosto de 2009, compareció ante mi personalmente **Lucinda Corb** conocida por mi, y conocida la persona cuyo nombre se firma en el anterior o documento adjunto, y reconoció que él/ella mismo ejecuto, de su propia y lo firmó voluntariamente para su propósito.

[Firmado] Anne Marie Ferrero
Notario Público del estado de New Jersey
Cuya comisión vence el 14 de febrero de 2010.
(Sello Notarial)

Caso de Patente: FC06591US01

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

(1) Susan Beth Cantor (2) Jay Philip Morgan (3) Robert Stephen Neumann (4) Glenn Goldberg (5) Robert T. Nowak y (6) Doreen Frank, residentes respectivamente en

(1) 14 Settlers Lane, Westfield, New Jersey 07090 Estados Unidos de América
(2) 2375 Logwood Briar Cove N., Collierville, Tennessee 38017 Estados Unidos de América

- (3) 300 Somerville Road, Basking Ridge, New Jersey 07920 Estados Unidos de América
- (4) 69 April Lane, Nanuet, New York 10954 Estados Unidos de América.
- (5) 30 Barberry Lane, Providencia, New Jersey 07920 Estados Unidos de América y
- (6) 8 Briar Lane, Lebanon, New Jersey 08833 Estados Unidos de América

15

por **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, una compañía constituida bajo las leyes del Estado de Delaware, Estados Unidos de América, con domicilio principal en 3030 Jackson Avenue, Mamphis, Tennessee 38151, Estados Unidos de America, (de aquí adelante conocido como "CESIONARIO"), por la presente cada uno de nosotros vendemos, cedemos y transferimos a dicho CESIONARIO la totalidad de nuestro derecho, título e interés en todos los países del mundo y todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada

**"METODOS Y SISTEMAS PARA EL MEJORAMIENTO DEL AUTO-
TRATAMIENTO DE ONICOMICOSIS"**

oficialmente identificada por la Oficina de Marcas y Patentes de los Estados Unidos con el número de solicitud No. 11/644,434 presentada el 21 de Diciembre de 2006, y/o por la Organización Mundial de la Propiedad Intelectual con el Número de Solicitud de Patente Internacional _____ presentada el _____, con derecho de presentar solicitudes de patente a nombre del CESIONARIO, su designado o cualquiera o todos nuestros nombres, a su elección, con respecto a las anteriores invenciones y descubrimientos en todos los países del mundo, junto con todos los derechos de prioridad en los anteriores países que deriven de la anterior solicitud de patente bajo la Convención Internacional para la Protección de la Propiedad Industrial, bajo la Convención Inter-americana con relación a Invenciones, Patentes, Diseños y Modelos Industriales y bajo cualquier otro convenio internacional bajo el cual los Estados Unidos ahora o en adelante se convierta en signatario, para cualquier o todas las Patentes que se otorgaran con respecto a cualquiera de las anteriores solicitudes de patente, para cualquier solicitud reivindicando beneficios de prioridad sobre una solicitud de patente provisional u otras solicitudes presentadas sobre dichos inventos, y para cualquier continuación, división, re-otorgamiento, renovación y extensión de la misma de cualesquiera de dichas Patentes, el mismo que debe ser poseído y usufructuado por dicho CESIONARIO, sus sucesores, cesionarios, u otros representantes legales, en todo su alcance por lo que implica el otorgamiento de una patente, de manera tan entera como si hubiera sido poseída y usufructuada por nosotros si esta cesión y venta no se hubiera cristalizado.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos y entregaremos cualquier y todos los documentos necesarios o deseables para perfeccionar el título de los anteriores inventos o descubrimientos, solicitudes de patente, Patentes y continuaciones, divisiones, re-otorgamientos, renovaciones, y extensiones del mismo a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales,

Mano
TRANSMISOR E INTEL
INTEL
109

incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable para el registro del mismo ante la Oficina de Patentes de cualquier país en cuestión, y que nosotros, en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos cualquier solicitud divisional o adicional para patentes de dichos inventos y descubrimientos, o cualquier parte o partes del mismo, y solicitudes de patentes de confirmación, registro e importación con base en dicha Patente y sobre Patentes que salgan otorgadas a partir de dichas solicitudes divisionales y adicionales y renovaciones y extensiones del mismo, y realizaremos las necesarias declaraciones juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales.

Por medio de la presente autorizamos al CESIONARIO adicionar a este instrumento el número de solicitud y la fecha de presentación de dicha solicitud de patentes.

Ejecutado el 5 de marzo de 2007.
Susan Beth Cantor, (firma ilegible) L.S.

RECONOCIMIENTO

Estado de New Jersey)
Condado de Morris) s.s.:

El 5 de marzo de 2007, personalmente compareció ante mi Susan Beth Cantor, personaje conocido y el cual ejecutó el anterior instrumento, y el cual afirmó que ejecutó el mismo, por voluntad propia, por lo motivos expuestos en el mismo.
(sello)

(firmado: ilegible)
HEIDEMARIE KLEIN
Notario publico de New Jersey
Mi Comisión vence el día 21 de noviembre de 2008

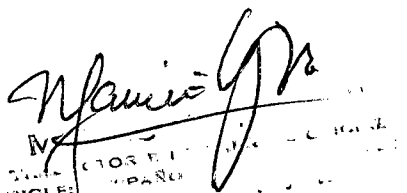
Ejecutado el 5 de marzo de 2007.
Robert Stephen Neumann, (firma ilegible) L.S.

RECONOCIMIENTO

Estado de New Jersey)
Condado de Morris) s.s.:

El 5 de marzo de 2007, personalmente compareció ante mi Robert Stephen Neumann, personaje conocido y el cual ejecutó el anterior instrumento, y el cual afirmó que ejecutó el mismo, por voluntad propia, por lo motivos expuestos en el mismo.
(sello)

(firmado: ilegible)
HEIDEMARIE KLEIN
Notario publico de New Jersey
Mi Comisión vence el día 21 de noviembre de 2008


INGLES

Ejecutado el 5 de marzo de 2007.
Glenn Goldberg, (firma ilegible) L.S.

RECONOCIMIENTO

Estado de New Jersey)
Condado de Morris) s.s.:

El 5 de marzo de 2007, personalmente compareció ante mi Glenn Goldberg, personaje conocido y el cual ejecutó el anterior instrumento, y el cual afirmó que ejecutó el mismo, por voluntad propia, por lo motivos expuestos en el mismo.
(sello)

(firmado: ilegible)
HEIDEMARIE KLEIN
Notario publico de New Jersey
Mi Comisión vence el día 21 de noviembre de 2008

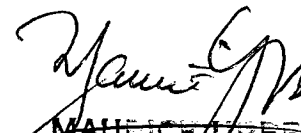
Ejecutado el 5 de marzo de 2007.
Robert T. Nowak, (firma ilegible) L.S.

RECONOCIMIENTO

Estado de New Jersey)
Condado de Morris) s.s.:

El 5 de marzo de 2007, personalmente compareció ante mi Robert T. Nowak, personaje conocido y el cual ejecutó el anterior instrumento, y el cual afirmó que ejecutó el mismo, por voluntad propia, por lo motivos expuestos en el mismo.
(sello)

(firmado: ilegible)
HEIDEMARIE KLEIN
Notario publico de New Jersey
Mi Comisión vence el día 21 de noviembre de 2008


MAURICE URREGO V.
TRADUCTOR E INTERPRETE OFICIAL
INGLES - ESPAÑOL - ESP. BOL - HOL - ITA - LEB
RES. MINJUSCIA 1 11 1997

09/122
18

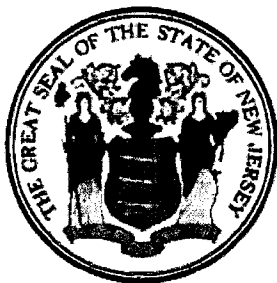
APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1. COUNTRY: UNITED STATES OF AMERICA
2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
ANNE MARIE FERRARO
3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY
4. BEARS THE SEAL/STAMP OF:
ANNE MARIE FERRARO, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY
6. THE 24TH DAY OF AUGUST 2009
7. BY: R. David Rousseau, NEW JERSEY TREASURER
8. NO: A372719
9. SEAL/STAMP:
10. SIGNATURE



[Handwritten Signature]

Certificate Number: 115144064

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

19

ACKNOWLEDGMENT

State of New Jersey }
 }
 County of Union }

I hereby certify that the attached is a true copy of the original Assignment from the inventors to **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.** of a patent application entitled, "**METHOD AND SYSTEM FOR ENHANCING SELF-TREATMENT OF ONYCHOMYCOSIS**", said Assignment having been executed by Susan Beth Cantor, Robert Stephen Neumann, Glenn Goldberg and Robert T. Nowak on March 5th, 2007,

Date: 8/20/09

Lucinda Corb
 Lucinda Corb

Notary attestation:

On this 20th day of August, 2009, personally appeared before me Lucinda Corb to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed same, of his/her own free will for the purpose set forth.

Anne Marie Ferraro
 Anne Marie Ferraro
 Notary Public of the State of New Jersey
 My Commission Expires February 14, 2010

(Seal)

(Joint)

PATENT CASE: FC06591US01

ASSIGNMENT

For good and valuable consideration paid to us,

- (1) Susan Beth Cantor (2) Jay Philip Morgan (3) Robert Stephen Neumann
(4) Glenn Goldberg (5) Robert T. Nowak and (6) Doreen Frank, respectively residing at
(1) 14 Settlers Lane, Westfield, New Jersey 07090 USA;
(2) 2375 Logwood Briar Cove N., Collierville, Tennessee 38017 USA;
(3) 300 Somerville Road, Basking Ridge, New Jersey 07920 USA;
(4) 69 April Lane, Nanuet, New York 10954 USA;
(5) 30 Barberry Lane, New Providence, New Jersey 07974 USA; and
(6) 8 Briar Lane, Lebanon, New Jersey 08833 USA.

by **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, having its principal office at 3030 Jackson Avenue, Memphis, Tennessee 38151, United States of America, (hereinafter called "**ASSIGNEE**"), we each do hereby sell, assign and transfer to said **ASSIGNEE** each of our entire right, title and interest in all countries of the world in and to any and all of our inventions and discoveries described in the patent application entitled

METHOD AND SYSTEM FOR ENHANCING SELF-TREATMENT OF ONYCHOMYCOSIS

and officially identified* by the United States Patent and Trademark Office as Application Number 11/644,434 filed on December 21, 2006, and/or by the World Intellectual Property Organization as International Patent Application Number _____ filed on _____; in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid inventions and discoveries in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that issue on any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said inventions, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which a Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said inventions and discoveries, or any part or

parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this 5th day of March, 2007.

Susan Beth Cantor L.S.
Susan Beth Cantor

State of NEW JERSEY)
County of UNION) s.s.:

On this 5 day of March, 2007, personally appeared before me Susan Beth Cantor to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Heidemarie Klein
Notary Public

HEIDEMARIE KLEIN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/11/2008

245

Handwritten initials

Executed this _____ day of _____, 20____.

Jay Philip Morgan L.S.

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me Jay Philip Morgan to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this 5th day of March, 2007.

Robert Stephen Neumann

Robert Stephen Neumann L.S.

State of NEW JERSEY)
County of UNION) s.s.:

On this 5 day of March, 2007, personally appeared before me Robert Stephen Neumann to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Heidemarie Klein

Notary Public

HEIDEMARIE KLEIN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/11/2008

116

Executed this 5th day of MARCH, 2007.

Glenn Goldberg L.S.
Glenn Goldberg

State of NEW JERSEY)
County of UNION) s.s.:

On this 5 day of March, 2007, personally appeared before me **Glenn Goldberg** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Heidemarie Klein
Notary Public

HEIDEMARIE KLEIN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/11/2008

Executed this 5th day of March, 2007.

Robert T. Nowak L.S.
Robert T. Nowak

State of NEW JERSEY)
County of UNION) s.s.:

On this 5 day of March, 2007, personally appeared before me **Robert T. Nowak** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Heidemarie Klein
Notary Public

HEIDEMARIE KLEIN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/11/2008

Handwritten signature

Executed this _____ day of _____, 20_____.

Doreen Frank L.S.

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20_____, personally appeared before me **Doreen Frank** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

09-122-1
23

APOSTILLA

(CONVENCION DE LA HAYA DEL 5 DE OCTUBRE DE 1961)

1. PAÍS: ESTADOS UNIDOS DE AMÉRICA
2. ESTE DOCUMENTO PÚBLICO HA SIDO FIRMADO POR: ANNE MARIE FERRARO
3. EN CALIDAD DE: NOTARIO PÚBLICO DEL ESTADO DE NEW JERSEY
4. LLEVA EL SELLO DE: ANNE MARIE FERRARO, NOTARIO PÚBLICO

CERTIFICÓ

5. EN TRENTON, NEW JERSEY
6. EL 24 DE AGOSTO DE 2009
7. POR: R. David Rousseau, Tesorero del Estado de New Jersey
8. No. A372719
9. SELLO: del estado de New Jersey
10. FIRMA: ilegible

Certificado No. 115144071


MAURICE URREGO V.
TRADUCTOR E INTERPRETE OFICIAL
INGLES - ESPAÑOL - ESPAÑOL - INGLES
RES. MINJUSCION 1 - 1991

MINISTERIO DE
RELACIONES EXTERIORES
2009 SET 16 A 9:47
026324
MAURICE URREGO
MAURICE URREGO V.
TRADUCTOR E INTERPRETE OFICIAL
INGLES - ESPAÑOL - ESPAÑOL - INGLES
RES. MINJUSCION 1 - 1991

10

- 120

[Handwritten signature]

3
 R. B. M.
 INGLÉS, ESPAÑOL
 TRANSLACIONES
 M. U. C. L.
 10
 Yanez

que nosotros, en cualquier momento, al requerirse y a expensas del CESIONARIO, ejecutaremos cualquier solicitud divisional o adicional para patentes de dichos inventos y descubrimientos, o cualquier parte o partes del mismo, y solicitudes de patentes de confirmación, registro e importación con base en dicha Patente y sobre Patentes que salgan otorgadas a partir de dichas solicitudes divisionales y adicionales y renovaciones y extensiones del mismo, y realizaremos las necesarias declaraciones juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales.

Por medio de la presente autorizamos al CESIONARIO adicionar a este instrumento el número de solicitud y la fecha de presentación de dicha solicitud de patentes.

Ejecutado el 1 de Marzo de 2007

Doreen Frank, (firma ilegible) L.S.

RECONOCIMIENTO

Estado de New Jersey)

Condado de Morris) s.s.:

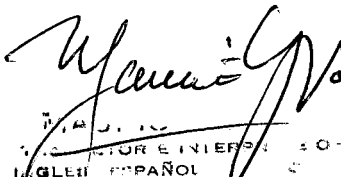
El 1 de marzo de 2007, personalmente compareció ante mi Doreen Frank, personaje conocido y el cual ejecutó el anterior instrumento, y el cual afirmó que ejecutó el mismo, por voluntad propia, por lo motivos expuestos en el mismo.
(sello)

(firmado: ilegible)

JANET A. GAMBERT

Notario publico de New Jersey

Mi Comisión vence el día 26 de agosto de 2011


NOTARIO PUBLICO
INGLES ESPAÑOL

09/122
pd

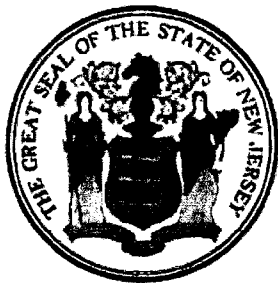
APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1. COUNTRY: UNITED STATES OF AMERICA
2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
ANNE MARIE FERRARO
3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY
4. BEARS THE SEAL/STAMP OF:
ANNE MARIE FERRARO, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY
6. THE 24TH DAY OF AUGUST 2009
7. BY: R. David Rousseau, NEW JERSEY TREASURER
8. NO: A372719
9. SEAL/STAMP:
10. SIGNATURE



A handwritten signature, likely of R. David Rousseau, is written over a horizontal line.

Certificate Number: 115144071

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

ACKNOWLEDGMENT

State of New Jersey }
 }
County of Union }

I hereby certify that the attached is a true copy of the original Assignment from the inventors to **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.** of a patent application entitled, "**METHOD AND SYSTEM FOR ENHANCING SELF-TREATMENT OF ONYCHOMYCOSIS**", said Assignment having been executed by Doreen Frank on March 1, 2007.

Date: 8/20/09

Lucinda Corb

Notary attestation:

On this 20th day of August, 2009, personally appeared before me Lucinda Corb to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed same, of his/her own free will for the purpose set forth.

Anne Marie Ferraro
Notary Public of the State of New Jersey
My Commission Expires February 14, 2010

(Seal)

(Joint)

PATENT CASE: FC06591US01

ASSIGNMENT

For good and valuable consideration paid to us,

- (1) Susan Beth Cantor (2) Jay Philip Morgan (3) Robert Stephen Neumann
(4) Glenn Goldberg (5) Robert T. Nowak and (6) Doreen Frank, respectively residing at
(1) 14 Settlers Lane, Westfield, New Jersey 07090 USA;
(2) 2375 Logwood Briar Cove N., Collierville, Tennessee 38017 USA;
(3) 300 Somerville Road, Basking Ridge, New Jersey 07920 USA;
(4) 69 April Lane, Nanuet, New York 10954 USA;
(5) 30 Barberry Lane, New Providence, New Jersey 07974 USA; and
(6) 8 Briar Lane, Lebanon, New Jersey 08833 USA.

by **SCHERING-PLOUGH HEALTHCARE PRODUCTS, INC.**, a corporation organized under the laws of the State of Delaware, United States of America, having its principal office at 3030 Jackson Avenue, Memphis, Tennessee 38151, United States of America, (hereinafter called "**ASSIGNEE**"), we each do hereby sell, assign and transfer to said **ASSIGNEE** each of our entire right, title and interest in all countries of the world in and to any and all of our inventions and discoveries described in the patent application entitled

METHOD AND SYSTEM FOR ENHANCING SELF-TREATMENT OF ONYCHOMYCOSIS

and officially identified* by the United States Patent and Trademark Office as Application Number 11/644,434 filed on December 21, 2006, and/or by the World Intellectual Property Organization as International Patent Application Number _____ filed on _____; in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid inventions and discoveries in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement to which the United States now is or hereafter becomes a signatory, in and to any and all Letters Patent that issue on any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said inventions, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which a Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said inventions and discoveries, or any part or

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parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number and the filing date of said application for Letters Patent when officially notified thereof.

Executed this _____ day of _____, 20_____.

Susan Beth Cantor L.S.

State of _____)
 County of _____) s.s.:

On this _____ day of _____, 20_____, personally appeared before me **Susan Beth Cantor** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

 Notary Public

33

Executed this _____ day of _____, 20____.

Jay Philip Morgan L.S.

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me **Jay Philip Morgan** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

Robert Stephen Neumann L.S.

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me **Robert Stephen Neumann** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

127

2/1

Executed this _____ day of _____, 20____.

Glenn Goldberg L.S.

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me **Glenn Goldberg** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

Robert T. Nowak L.S.

State of _____)
County of _____) s.s.:

On this _____ day of _____, 20____, personally appeared before me **Robert T. Nowak** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

35

Executed this 1 day of March, 2007.

Doreen Frank L.S.
Doreen Frank

State of NEW JERSEY
County of MORRIS } s.s.:

On this 1st day of March, 2007, personally appeared before me **Doreen Frank** to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Janet A. Gambert
Notary Public
JANET A. GAMBERT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXP. AUG. 29, 2011



2020
Bogotá D.C.,

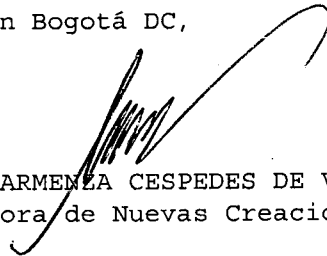
Doctor(a)
OLARTE GARCIA CARLOS REYNALDO
Apoderado(a) y/o Representante de
SCHERING - PLOUGH HEALTHCARE PRODUCTS, INC.

REFERENCIA	Radicación No.	9 64203
	Solicitud internacional	PCT/US2007/026207
	Fecha inicio fase nacional	21/07/2009
	Trámite	11
	Evento	378
	Actuación	416
	Oficio No.	11040
	Folios	1

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la Oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

Cúmplase
Dado en Bogotá DC,

08 SET. 2009


ALIX CARMENZA CESPEDES DE VERGEL
Directora de Nuevas Creaciones (c)

jfernand