

801.2

I am writing to confirm advice that you gave to me through our exchange of voice mail messages on June 5, 2008.

1. A and B are planning to enter into an agreement to co-develop and co-promote specific new products. B currently has a product on the market ("Product B"). A is developing a new product ("Product A") that can work with Product B as well as with certain products of others.

A would grant to B the co-exclusive right under A's relevant IP to develop and co-promote Product A. B would grant to A the co-exclusive right under B's relevant IP to develop and co-promote a product combining Product A with Product B (hereafter, the "Combination Product"). A and B would agree to collaborate exclusively worldwide with each other to develop, manufacture, and commercialize Product A and the Combination Product.

IP developed through the collaboration effort would be owned jointly by A and B.

B would pay to A an upfront payment, would help fund Product A development costs, and would make payments to A upon the achievement of certain milestones related to Product A and the Combination Product.

A would be responsible for selling Product A, once it is developed, and would pay royalties to B based on a percentage of Product A's sales. B would have co-promote rights with respect to Product A. B would be responsible for selling the Combination Product once it is developed, and would remit a portion of the revenues attributable to sales of the Product A portion of the Combination Product to A. A would have co-promote rights with respect to the Combination Product.

A would have the freedom to enter into agreements with others to combine Product A with any other product except a product identical to Product B. Consumers would be able to use standalone Product A by itself or with standalone Product B or with other products.

I understand that a HSR filing would not be required in connection with this transaction because under the HSR rules neither A nor B would be granting the other exclusive rights to IP. This is because each would retain rights to the IP it is granting to the other for purposes of the co-development and co-promotion of the new products.

Please let me know if you agree with my HSR analysis. As always, thank you for your help.

Best regards,

██████████

AGREE
B
6/10/08